



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

June 10, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: STREET SWEEPING SERVICES IN
SOUTH WHITTIER
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to award a contract for Street Sweeping Services in South Whittier.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Street Sweeping Services in South Whittier in the annual sum of \$468,977 to CleanStreet, located in Gardena, California, and direct the Chair to execute the contract. This contract will be for a period of one year commencing on July 1, 2008, with two 1-year renewal options, not to exceed a total contract period of three years.
4. Authorize the Acting Director of Public Works or his designee to adjust the contract sum to allow fuel cost and disposal fee adjustments in accordance with the contract and to increase the contract amount up to an additional 25 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

5. Authorize the Acting Director of Public Works or his designee to renew the contract for each additional renewal option if, in the opinion of the Acting Director of Public Works, the contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide street sweeping services in the South Whittier area. The contractor will service approximately 281 curb miles and 8 paved alley miles of County-maintained streets, highways, and alleys each week in the South Whittier area. The Department of Public Works (Public Works) has contracted for these services since 1994.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed \$468,977. In addition, the contract sum can be adjusted to allow fuel cost and disposal fee adjustments in accordance with the contract and increased by an additional 25 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required. This amount is based on the annual price quoted by the contractor.

Financing for these services is included in the Fiscal Year 2008-09 Road Fund Budget. Funds to finance the contract's option years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract has been executed by the contractor and approved as to form by County Counsel (Attachment A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County

requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is CleanStreet, located in Gardena, California. This contract will commence on July 1, 2008, for a period of one year. With your Board's delegated authority, the Acting Director of Public Works or his designee may renew the contract for two 1-year renewal options, not to exceed a total contract period of three years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance and performance bond will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on April 7, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

This Proposition A contract does not allow cost-of-living adjustments for the two-option years. However, this contract does contain a provision for annual fuel adjustments and quarterly disposal fee adjustments.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of CEQA.

CONTRACTING PROCESS

On April 7, 2008, Public Works solicited proposals from 68 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On May 5, 2008, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for not conforming with the requirements in the scope of work. The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of three Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, staffing plan, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, lowest-cost, responsive, and responsible proposer, CleanStreet.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and prior performance on County contracts.

The Honorable Board of Supervisors
June 10, 2008
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter, along with the Contractor Execute and Department Conform copies, to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a stylized flourish extending to the right.

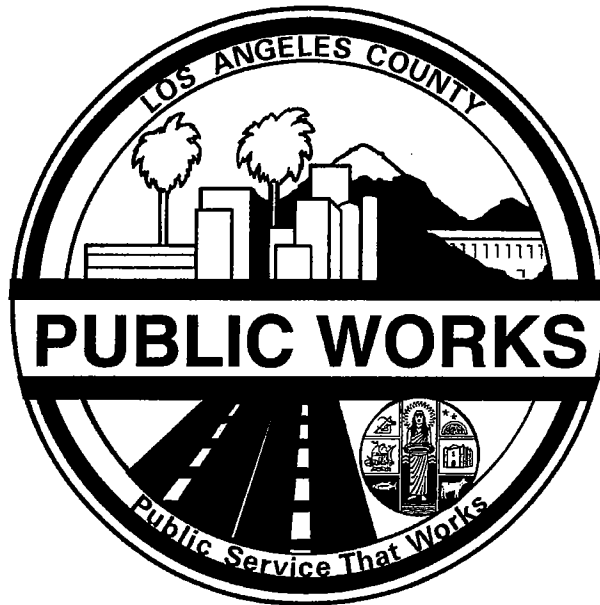
WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
GZ:dw

Attachments (2)

c: County Counsel
Office of Affirmative Action Compliance
Department of Public Works (Road Maintenance)

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

CLEANSTREET

FOR

STREET SWEEPING SERVICES IN SOUTH WHITTIER

TABLE OF CONTENTS

AGREEMENT FOR STREET SWEEPING SERVICES IN SOUTH WHITTIER

	PAGE
SAMPLE AGREEMENT	1-5
EXHIBIT A Scope of Work	A.1-17
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies	B.1
B. Definitions	B.1
C. Headings	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments.....	B.4
B. Assignment and Delegation	B.4
C. Authorization Warranty	B.5
D. Budget Reduction	B.5
E. Complaints	B.5
F. Compliance with Applicable Laws	B.6
G. Compliance with Civil Rights Laws	B.6
H. Confidentiality	B.7
I. Conflict of Interest	B.7
J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List	B.7
K. Consideration of Hiring GAIN and GROW Participants.....	B.8
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.8
M. Contractor's Charitable Activities Compliance	B.8
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.9
O. County's Quality Assurance Plan	B.9
P. Damage to County Facilities, Buildings, or Grounds	B.9
Q. Employment Eligibility Verification	B.10
R. Facsimile Representations	B.10
S. Fair Labor Standards	B.10
T. Governing Laws, Jurisdiction, and Venue	B.11
U. Nondiscrimination and Affirmative Action	B.11
V. Nonexclusivity	B.12
W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract	B.12
X. Notice of Delays	B.12
Y. Notice of Disputes	B.13
Z. Notice to Employees Regarding the Federal Earned Income Credit ..	B.13
AA. Notices	B.13
BB. Publicity	B.13

	CC. Public Records Act	B.14
	DD. Record Retention and Inspection/Audit Settlement	B.14
	EE. Recycled-Content Paper Products	B.16
	FF. Subcontracting	B.16
	GG. Validity	B.17
	HH. Waiver	B.17
	II. Warranty Against Contingent Fees	B.18
Section 3	Terminations	
	A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	B.19
	B. Termination/Suspension for Convenience	B.19
	C. Termination/Suspension for Default	B.20
	D. Termination for Improper Consideration	B.21
	E. Termination/Suspension for Insolvency	B.21
	F. Termination for Nonadherence of County Lobbyists Ordinance	B.22
	G. Termination/Suspension for Nonappropriation of Funds	B.22
Section 4	General Conditions of Contract Work	
	A. Authority of Public Works and Inspection	B.23
	B. Cooperation	B.23
	C. Cooperation and Collateral Work	B.23
	D. Equipment, Labor, Supervision, and Materials	B.23
	E. Gratuitous Work	B.23
	F. Jobsite Safety	B.23
	G. Labor	B.24
	H. Labor Law Compliance	B.24
	I. Overtime	B.24
	J. Permits/Licenses	B.24
	K. Prohibition Against Use of Child Labor	B.24
	L. Public Convenience	B.25
	M. Public Safety	B.25
	N. Quality of Work	B.25
	O. Quantities of Work	B.25
	P. Safety Requirements.....	B.25
	Q. Storage of Materials and Equipment	B.25
	R. Transportation.....	B.26
	S. Work Area Controls	B.26
Section 5	Indemnification and Insurance Requirements	
	A. Independent Contractor Status	B.27
	B. Indemnification	B.27
	C. Workplace Safety Indemnification	B.27
	D. General Insurance Requirements	B.28
	E. Compensation for County Costs	B.29
	F. Insurance Coverage Requirements for Subcontractors	B.29
	G. Insurance Coverage Requirements	B.30
Section 6	Contractor Responsibility and Debarment	
	A. Responsible Contractor	B.32

	B.	Chapter 2.202 of the County Code.....	B.32
	C.	Nonresponsible Contractor.	B.32
	D.	Contractor Hearing Board.	B.32
	E.	Subcontractors of Contractor	B.33
Section 7		Compliance with County's Jury Service Program	
	A.	Jury Service Program.....	B.34
	B.	Written Employee Jury Service Policy.....	B.34
Section 8		Safely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	B.36
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law ...	B.36
Section 9		Compliance with the County's Living Wage Program	
	A.	Living Wage Program	B.37
	B.	Payment of Living Wage Rates	B.37
	C.	Contractor's Submittal of Certified Monitoring Reports	B.38
	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims	B.39
	E.	County Auditing of Contractor Records	B.39
	F.	Notifications to Employees.....	B.39
	G.	Enforcement and Remedies	B.40
	H.	Use of Full-Time Employees	B.41
	I.	Contractor Retaliation Prohibited	B.42
	J.	Contractor Standards	B.42
	K.	Neutrality in Labor Relations	B.42
Section 10		Transitional Job Opportunities Preference Program.....	B.43
Section 11		Local Small Business Enterprise (SBE) Preference Program.....	B.44

EXHIBIT C Internal Revenue Service Notice 1015

EXHIBIT D Safely Surrendered Baby Law Posters

EXHIBIT E Project Location/Vicinity Maps

EXHIBIT F Sample Fuel Adjustment Calculation

EXHIBIT G Bond For Faithful Performance

P:\aspub\CONTRACT\BEN\STREET SWEEP\2008\South Whittier\Final Agreement\5 TOC-AGREEMENT-PROP A-1-3-07.DOC

AGREEMENT FOR

STREET SWEEPING SERVICES IN SOUTH WHITTIER

THIS AGREEMENT, made and entered into this 10th day of JUNE, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CLEANSTREET, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 5, 2008, hereby agrees to provide services as described in the attached specifications for Street Sweeping Services in South Whittier, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Project Location/Vicinity Maps; Exhibit F, Sample Fuel Adjustment Calculation; Exhibit G, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Acting Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$468,977 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2008, or Board approval, whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise payment will be made within 15 days of the receipt and approval of a properly completed invoice. Each invoice

76596

shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated base on the disposal fee charged on the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only five percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

TWELFTH: The Director may adjust 5 percent of the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcus_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive three month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit F. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FIFTEENTH: Not later than 14 days prior to the commencement of work, CONTRACTOR shall furnish a faithful performance bond indicated in Exhibit G, in a sum not less than 50 percent of the annual contract amount (\$234,489) payable to the COUNTY, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and

approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the annual contract amount (\$234,489) may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals.

The performance bond shall use the language in Exhibit G, unless otherwise approved by COUNTY.

SIXTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37

JUN 10 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By

Deputy

CLEANSTREET

By

Its President

Jere Costello

Type or Print Name

By

Its Secretary

Rick Anderson

Type or Print Name

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 19, 2008 before me, J. Metz, Notary Public
(Here insert name and title of the officer)
personally appeared Jane Costello and Richard Anderson

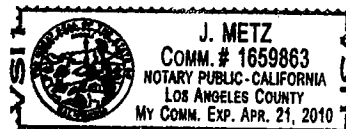
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCOPE OF WORK

STREET SWEEPING SERVICES IN SOUTH WHITTIER

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Brian Le of Road Maintenance Division, District 4 – Hollydale, who may be contacted at (562) 869-1176, e-mail address: ble@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibit E, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit E, Project Location/Vicinity Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 10 (or both gutter brooms are down) feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than 8 miles per hour on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 8 miles per hour.

Water shall be used while sweeping to minimize dust, if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph D, Standard of Performance (below), Contractor shall sweep or clean

the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as but not limited to, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph D, Standard of Performance (below).

Contractor shall inform the Contract Manager of any problems or conditions, which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

D. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure the free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the area(s) that is unsatisfactorily swept or not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph N, Inspection and Acceptance of the Work.

E. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road's rights of way. Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

F. Storage Facilities

The County will not provide storage facilities for Contractor.

G. Water

Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph C, Work Description.

H. Right of Way

Contractor shall conduct all of its activities and operations within the confines of public roadways. Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public's right of way, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit without permission.

I. Authority of Board and Contract Manager

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with the Plans and Specifications. Contractor shall promptly comply with instructions from the Contract Manager or an authorized representative.

On all questions relating to quantities; the acceptability of equipment or work; the execution, progress, or sequence of work; and the interpretation of the Specifications or the Plans, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

J. Best Management Practices

Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

County of Los Angeles Department of Public Works
Cashier Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

NO. MATERIAL MANAGEMENT

CD10 (2) Material Delivery and Storage
CD11 (2) Material Use
CD12 (2) Spill Prevention and Control

NO. WASTE MANAGEMENT

CD13 (2) Solid Waste Management
CD14 (2) Hazardous Waste Management
CD15 (2) Contaminated Soil Management
CD16 (2) Concrete Waste Management

NO. VEHICLE AND EQUIPMENT MANAGEMENT

CD18 (2) Vehicle and Equipment Cleaning
CD19 (2) Vehicle and Equipment Fueling
CD20 (2) Vehicle and Equipment Maintenance

NO. TRAINING

CD40 Employee/Subcontractor Training

NO. PHYSICAL STABILIZATION

CD26A (2) Soil Stabilizer/Dust Control

Additional BMPs may be required as a result of a change in the actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMP for Contractor activities shall be continually implemented throughout the year. BMP for erosion control and sedimentation shall be implemented during the period from October 15 to April 15 and whenever the National Weather Service predicts rain within 24 hours. BMP for erosion control and sedimentation

shall also be implemented prior to the commencement of any Contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to the Contractor, if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, \$1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due to Contractor, amounts necessary to cover such fines and costs.

K. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of the Contractor will require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an

existing and established sweeping schedule at any time during the duration of this Contract. The following guidelines shall be applicable:

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted days and hours.
2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (one to two days after trash pickup). Contractor shall be responsible for determining when trash pickups are scheduled.
3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
5. Major highways shall not be swept during peak traffic hours.
6. Residential areas shall not be swept prior to 7 a.m. or after 3:30 p.m.
7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

L. Alternate Day Sweeping Schedule

Streets on this Contract shall be swept on an "alternate day" sweeping schedule.

An alternate day sweeping schedule requires the Contractor to sweep the two sides of a street on two separate and consecutive days. For example, a curbed street may have one side swept on Mondays and the other side swept on Tuesdays. If one side of a street is swept on Fridays, the other side shall be swept on Mondays.

After receiving notification that the Contractor has been awarded this Contract, Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

M. Prosecution of Work

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost

of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

Should Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that Contractor will resume diligent prosecution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by Contractor.

N. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph V, Quality Control. Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A five percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within 8 feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.
2. A trail of debris shall not be left along the street or gutter.
3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

O. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the Contract Manager's suspending work. Such suspension shall be without liability

to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph X, Additional Sweeping.

P. Noncompliance with Plans and Specifications

Failure of Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments suspended shall remain in suspension until Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

Q. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.
2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the contract work at any time without notice.
3. In the event of mechanical breakdown of an alternate-fuel street sweeper, Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.
4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph D, Standard of Performance.
5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance.

Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. Contractor's telephone number shall be prominently displayed on all equipment for purpose of identification.

6. The Contractor's sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

R. Global Positioning System

1. Primary and backup sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.
2. The GPS shall be Internet based (direct internet connection) or require additional software to access the GPS provider's data. If Internet based, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers, as selected by the Contract Manager.
3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.
4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.
6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.

8. The minimum locate schedule shall be every 15 minutes when brooms are up.
9. The GPS shall generate an e-mail alert when the following events occur:
 - a. Sweeper exceeds 8 mph and brooms are down.
 - b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.
10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.
11. Authorized Public Works employees can generate and print reports at any time.
12. All reports shall have the capability to be downloaded in other formats, such as Microsoft Excel or Word.
13. Data shall be available for immediate downloading for a minimum of three months. After three months, data shall be backed up and be made available at Public Work's request.
14. Contractor's reference vendors for GPS:

WebTech Wireless, Inc. 215-4299 Canada Way Burnaby, BC Canada Telephone: (866) 287-0135 E-mail: www.webtechwireless.com	TELETRAC, Inc. 7391 Lincoln Way Garden Grove, CA 92841 Contact: Mr. Carlos Reyes Telephone: (800) 487-4357 E-mail: www.teletrac.net
---	--

The Contractor is not limited to these two vendors to meet this Contract's GPS requirements. The Contractor may use the GPS services of another vendor that offers an equivalent level of service with approval by the Contract Manager. The Contractor is solely responsible for obtaining GPS services that meet all the requirements of this Contract.

S. Reports

In addition to other data filed with the County by Contractor, Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.

2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.
3. When missed areas were swept.
4. Number of complaints received each day.
5. Reasons scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary and copies of waste disposal receipts.

T. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph X, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of the width of street in feet divided by five to determine the Curb Miles per mile of length.

U. Contractor's Representative

Before starting the work, Contractor shall designate, in writing, a representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the direction applies. Such directions shall be complied with promptly and referred to Contractor or its representative.

In order to communicate with the County, Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

V. Quality Control

Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

W. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibit E) showing the locations of streets and alleys included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work, will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

X. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when directed by the Contract Manager. Contractor will be compensated for each additional sweeping at this Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the

cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as directed by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph T, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph D, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a nonroutine manner. In these cases, the hourly rate paid by the County to Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

Y. Changes Resulting from Schedule Disruption

Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph X, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall be swept when ordered by the Contract Manager within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

Z. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibit E). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

AA. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

BB. Changed Conditions

Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be notified in writing.

CC. Communications and Public Relations

Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except on legal holidays. The answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. Contractor shall report what actions were necessary to resolve each complaint.

DD. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

EE. Project Site Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment shall take any and all actions appropriate to providing a safe service area.

FF. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at

all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

GG. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$1,000 per occurrence that the Contractor fails to provide monthly reports, unless otherwise provided in this Contract.
- 4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each business day or where a route is swept with a primary or backup sweeper that is not equipped with GPS capable of reporting real time data, unless otherwise provided in this Contract.
- 5. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each business day that the Contractor fails to provide the Contract Manager with access to the Internet based GPS and/or additional software that may be needed, as specified in this Exhibit's paragraph R.2, unless otherwise provided in this Contract.
- 6. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$250 for every business day that Contractor fails to maintain an active account with their GPS provider such that the GPS data is not available on the provider's Internet site as specified in this Exhibit's paragraph R, unless otherwise provided in this Contract.
- 7. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$1000 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistently with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by

law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program,

Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice; and
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default or suspend this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County

are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of

Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$36,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

EXHIBIT C

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 255991



Printed on recycled paper

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



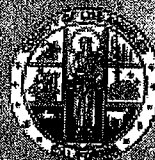
State of California
Gray Davis, Governor

Health and Human Services Agency

John W. Johnson, Director

Department of Social Services

John W. Johnson, Director



Los Angeles County Board of Supervisors

Glenn Feldman, Supervisor, First District

Yvonne M. White-Burke, Supervisor, Second District

David A. Borenstein, Supervisor, Third District

David A. Borenstein, Supervisor, Fourth District

Michael J. Antonovich, Supervisor, Fifth District

This initiative is also supported by the S LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

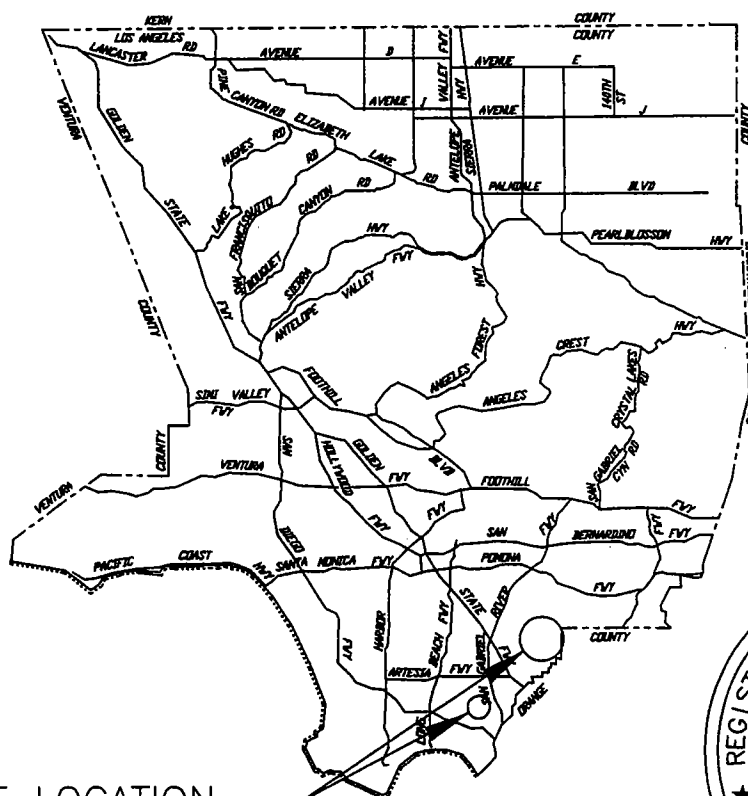
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD4406004

PRIME CONTRACTOR LICENSE REQUIRED: NONE

STREET SWEEPING – SOUTH WHITTIER

TOTAL LENGTH 287.85 MILES



PROJECT LOCATION

VICINITY MAP

No Scale



INDEX OF SHEETS

SHT 1 Title Sheet
SHTS 2-20 Location Maps
SHTS 21-22 Summary, Alleys & Medians

APPROVED DEAN D. EFSTATHIOU ACTING DIRECTOR OF PUBLIC WORKS

BY _____ DATE _____
DEPUTY DIRECTOR

SUBMITTED

ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REVIEWED

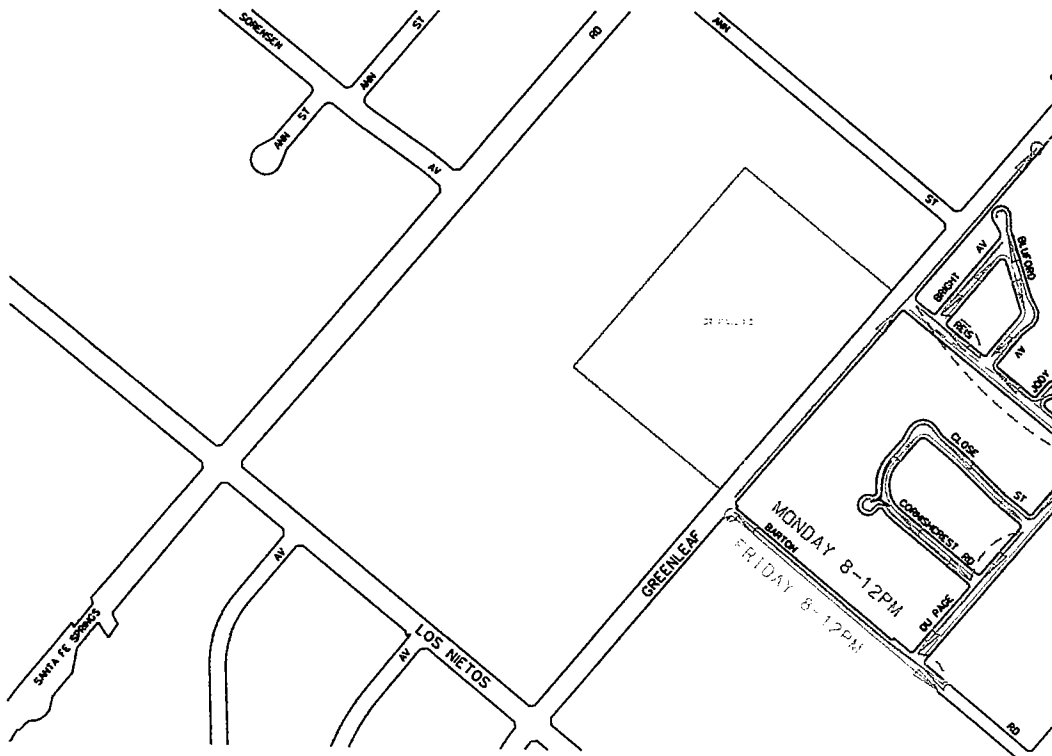
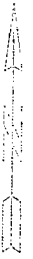
DISTRICT ENGINEER-RD.MAINT.DIST. 4 DATE

REFERENCES THOMAS GUIDE 707, 708, 736
737 & 766
ROAD DISTRICT 146, 446 & 441

PROJECT ENGINEER C.E. NO. DESIGNER
SHAILESH PATEL C58158 B. LE

CHECKER
R. GORDILLO

SHEET 1 OF 22 SHTS.
DWG. NO. SWEEP-01

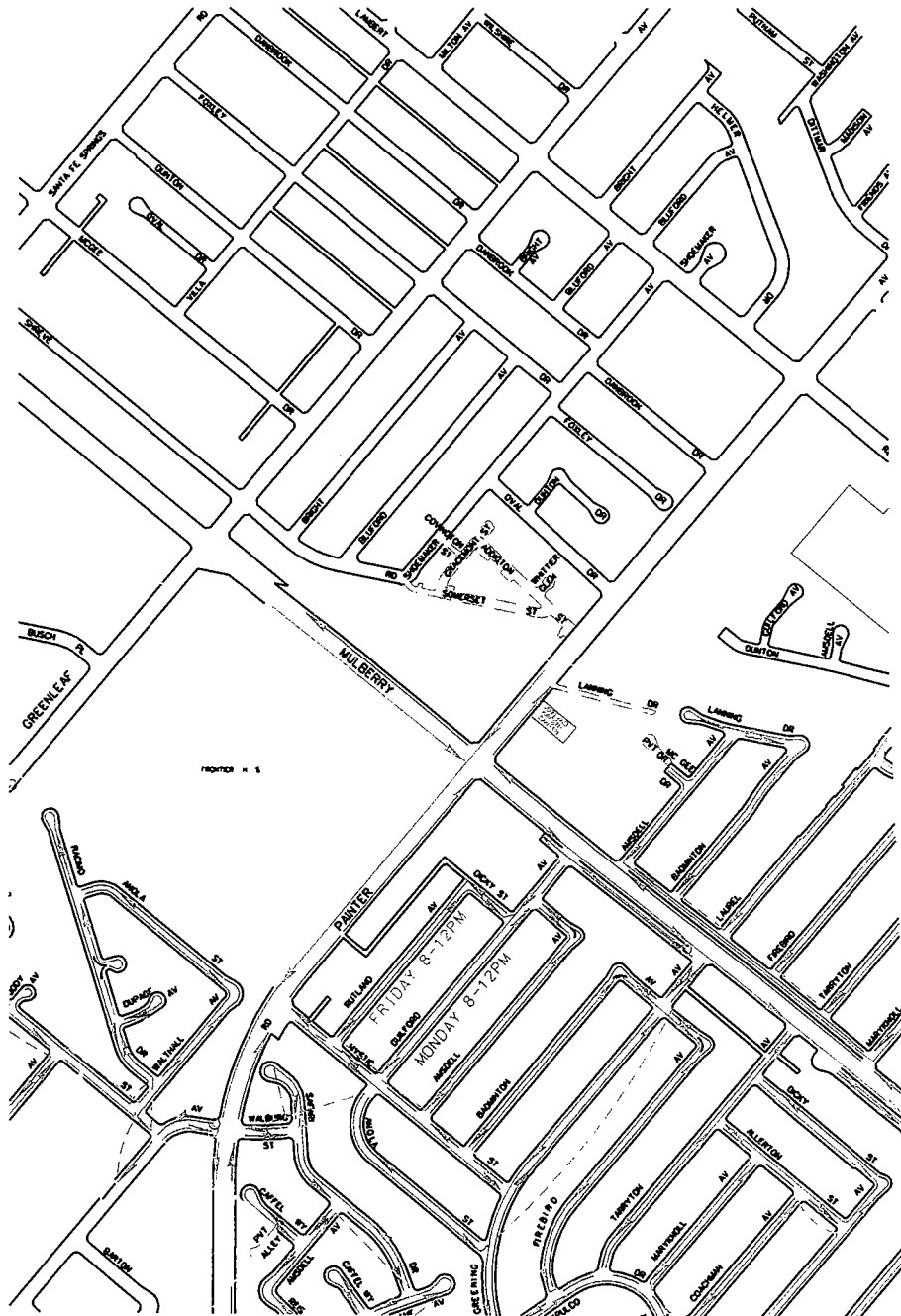


LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No.	
PROJECT ENGINEER		S. PATEL		C.E. NO.		RMD4406004	
		LOS ANGELES COUNTY DEPT OF PUBLIC WORKS		T.G.		FILENAME	
		ROAD MAINTENANCE DIVISION - DISTRICT 4		707		SWHITTIER	
						SCALE	
						NONE	
						SHEET	
						2 OF 22	

SEE SHEET 2



SEE SHEET 4

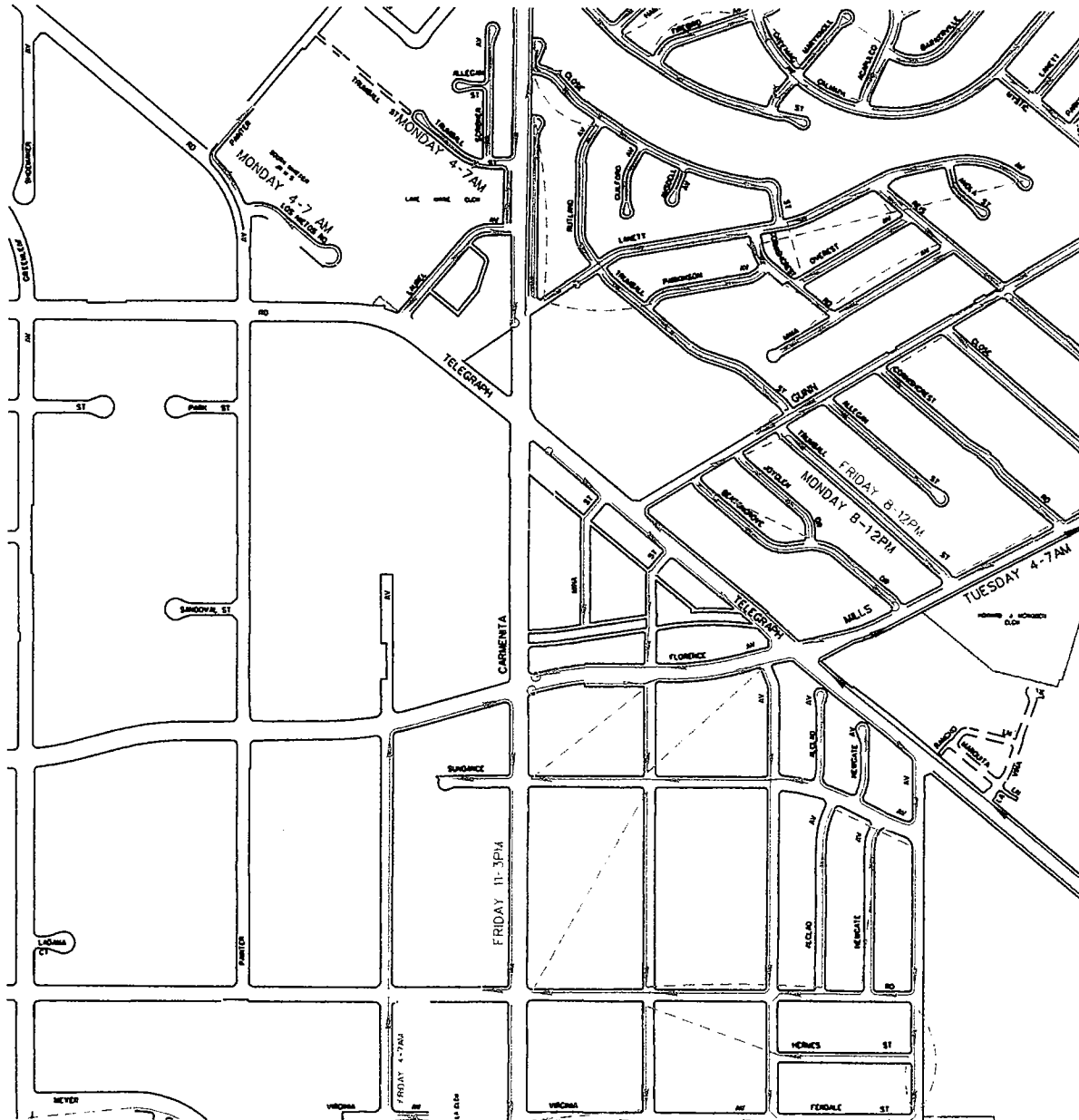
SEE SHEET 5

LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004		
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 3 OF 22

SEE SHEET 3



SEE SHEET 6

SEE SHEET 11

LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

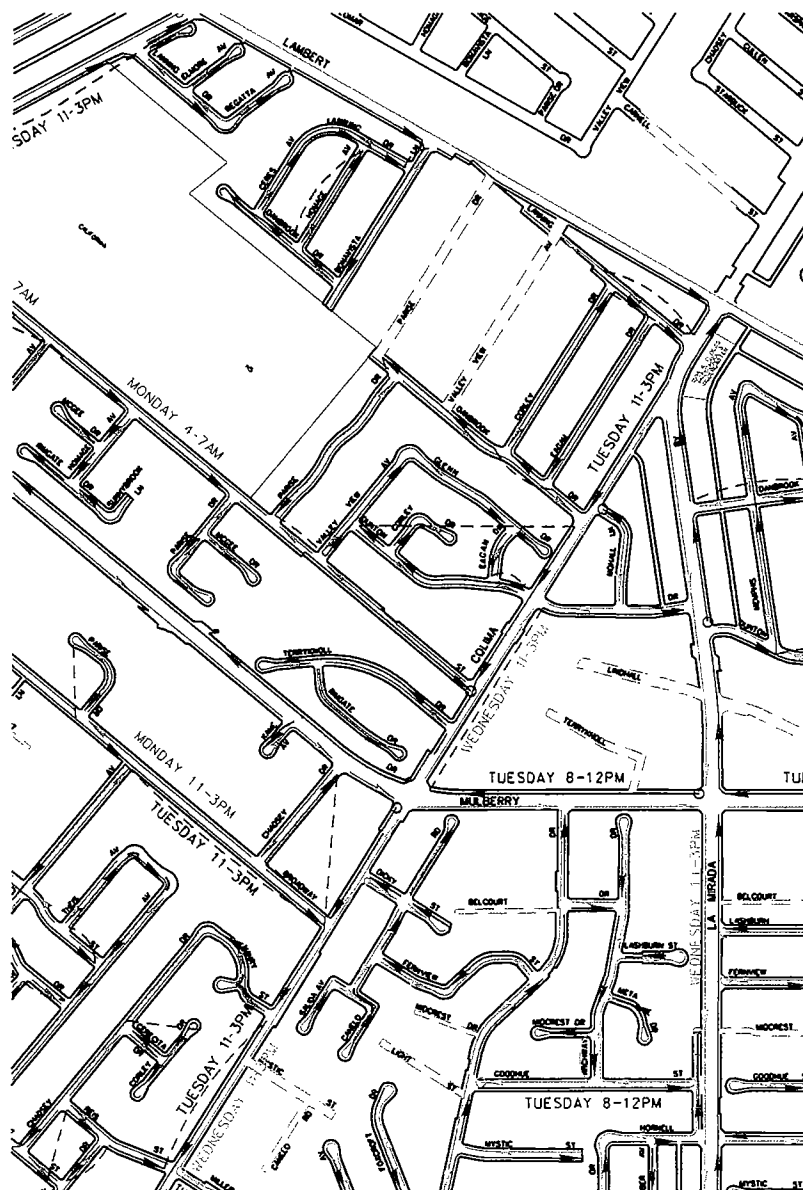
PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No.	
						RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO.	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE	SHEET
		C 58158	ROAD MAINTENANCE DIVISION - DISTRICT 4	707	SWHITTIER	NONE	5 OF 22



SEE SHEET 7

LEGEND

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 6 OF 22



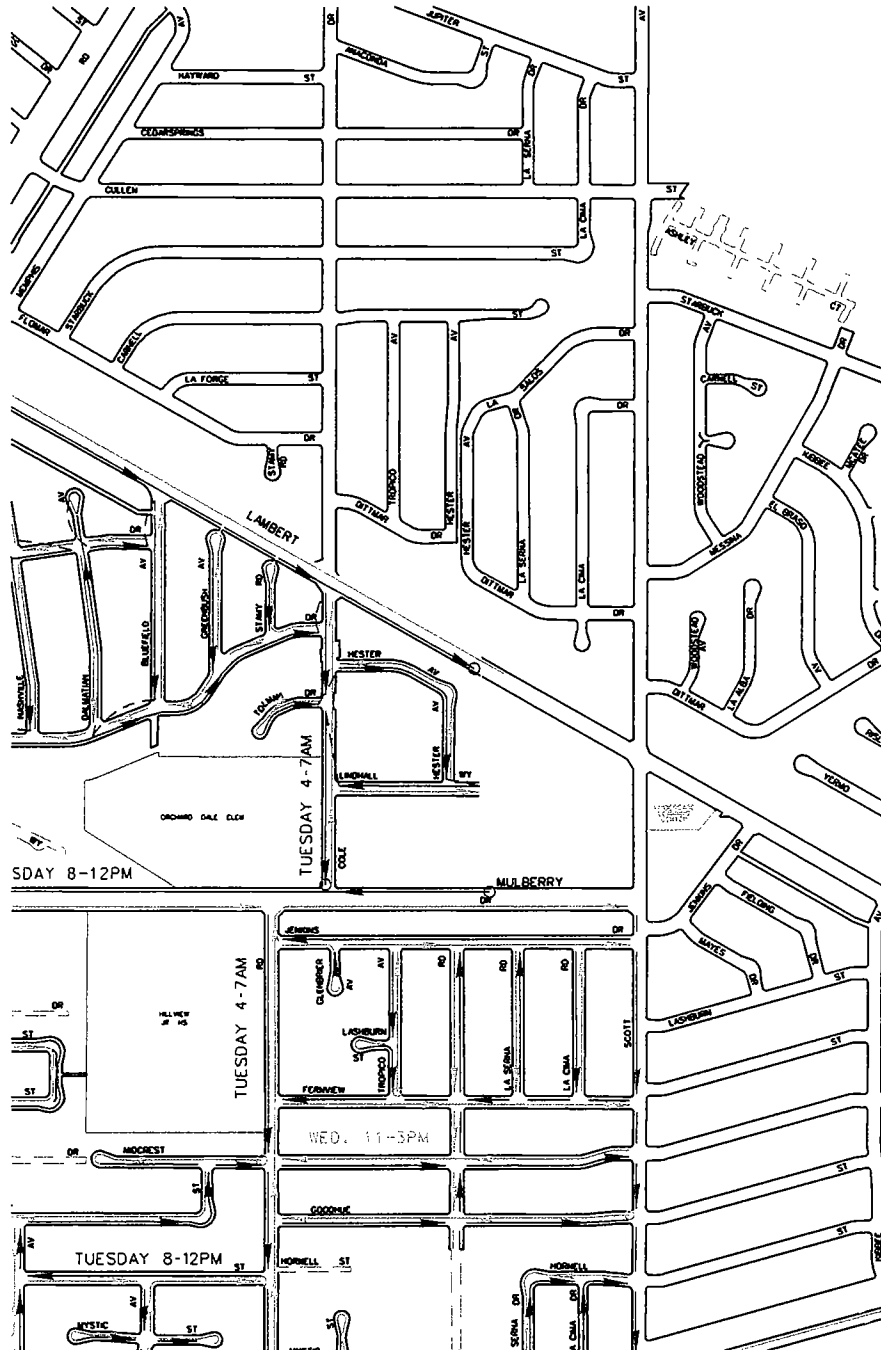
SEE SHEET 8

SEE SHEET 13

LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. No. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4		T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 7 OF 22



SEE SHEET 6

SEE SHEET 9

SEE SHEET 13

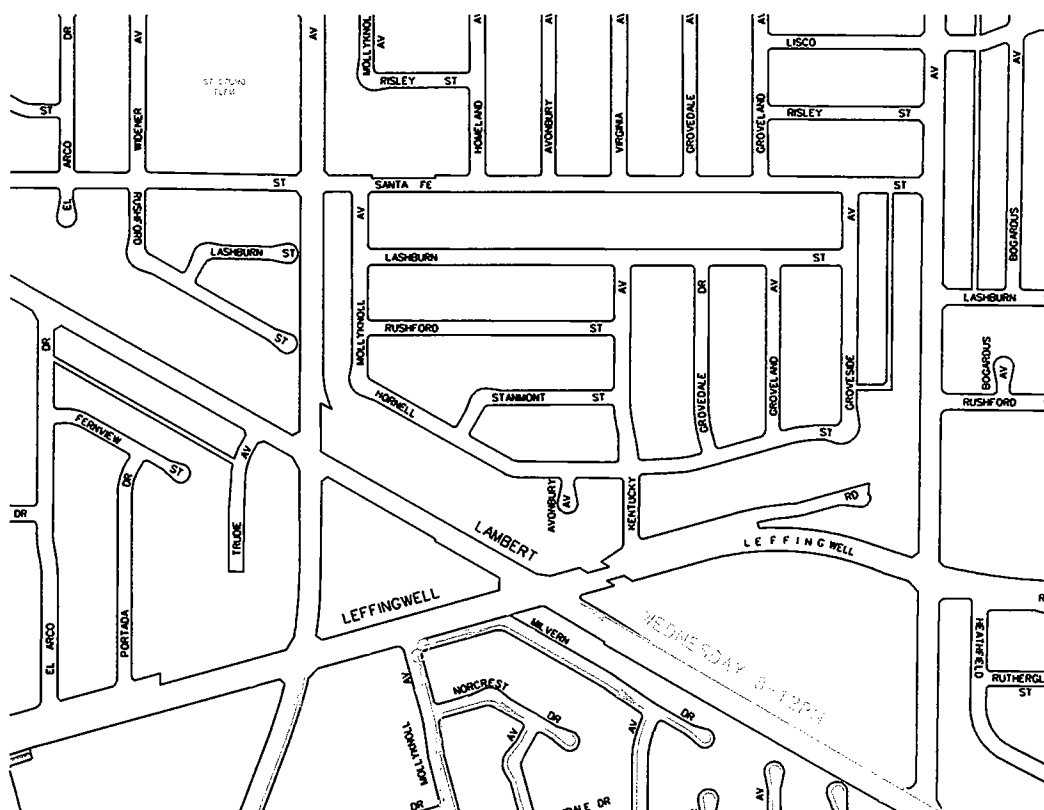
LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No.	
						RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G. 707	FILENAME S.WHITTIER	SCALE NONE	SHEET 8 OF 22
		ROAD MAINTENANCE DIVISION - DISTRICT 4					



SEE SHEET 8



SEE SHEET 15

LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 9 OF 22

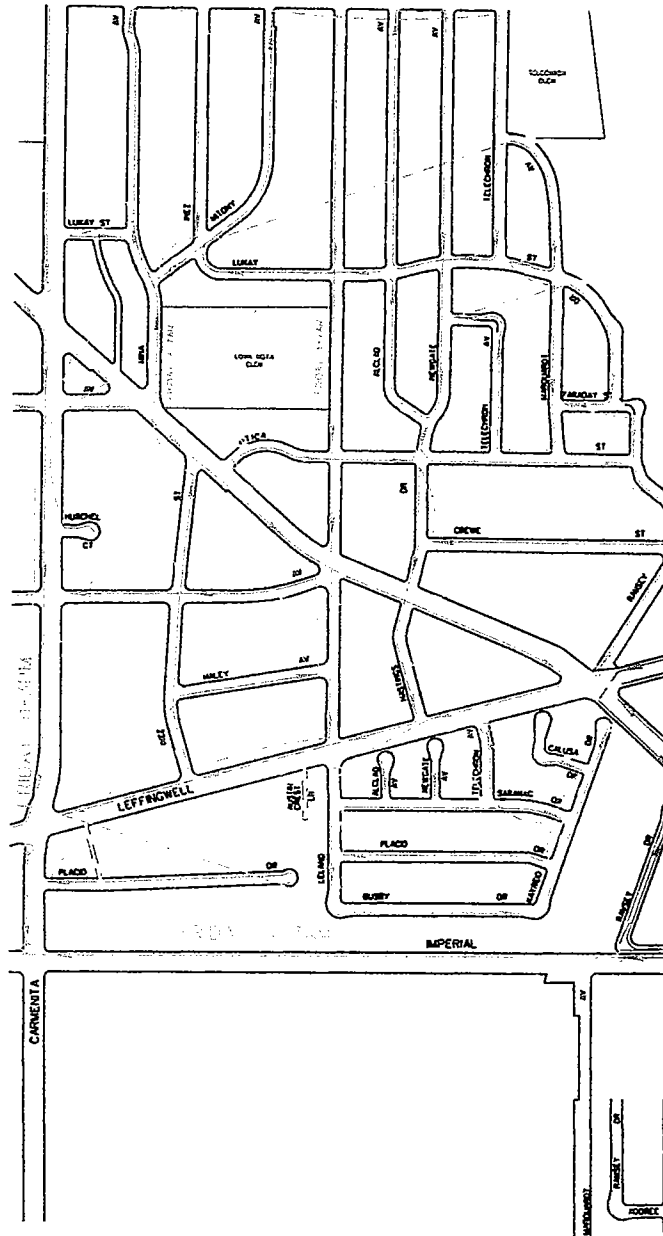


SEE SHEET 11

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4		T.G. 707 & 737	FILENAME SWHITTIER	SCALE NONE	SHEET 10 OF 22

SEE SHEET 12



LEGEND

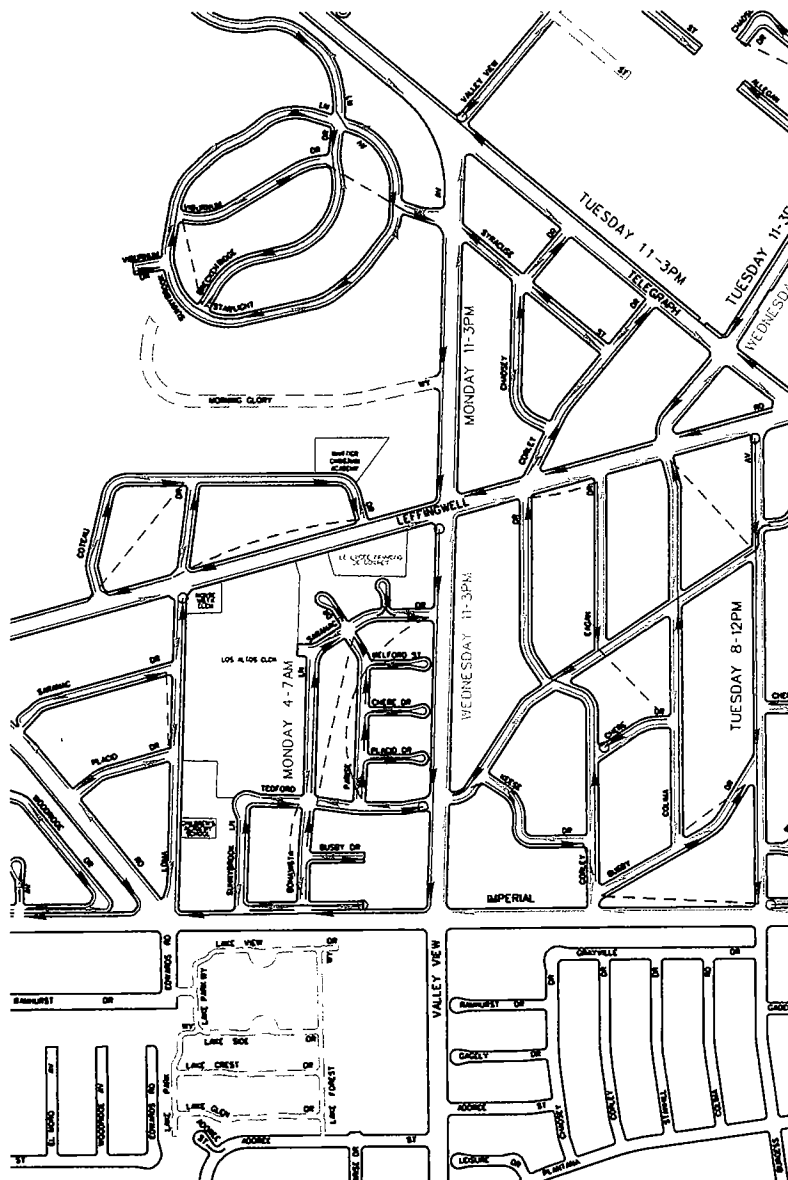
MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4		T.G. 707 & 737	FILENAME SWHITTIER	SCALE NONE	SHEET 11 OF 22

SEE SHEET 6

SEE SHEET 11

SEE SHEET 13



LEGEND

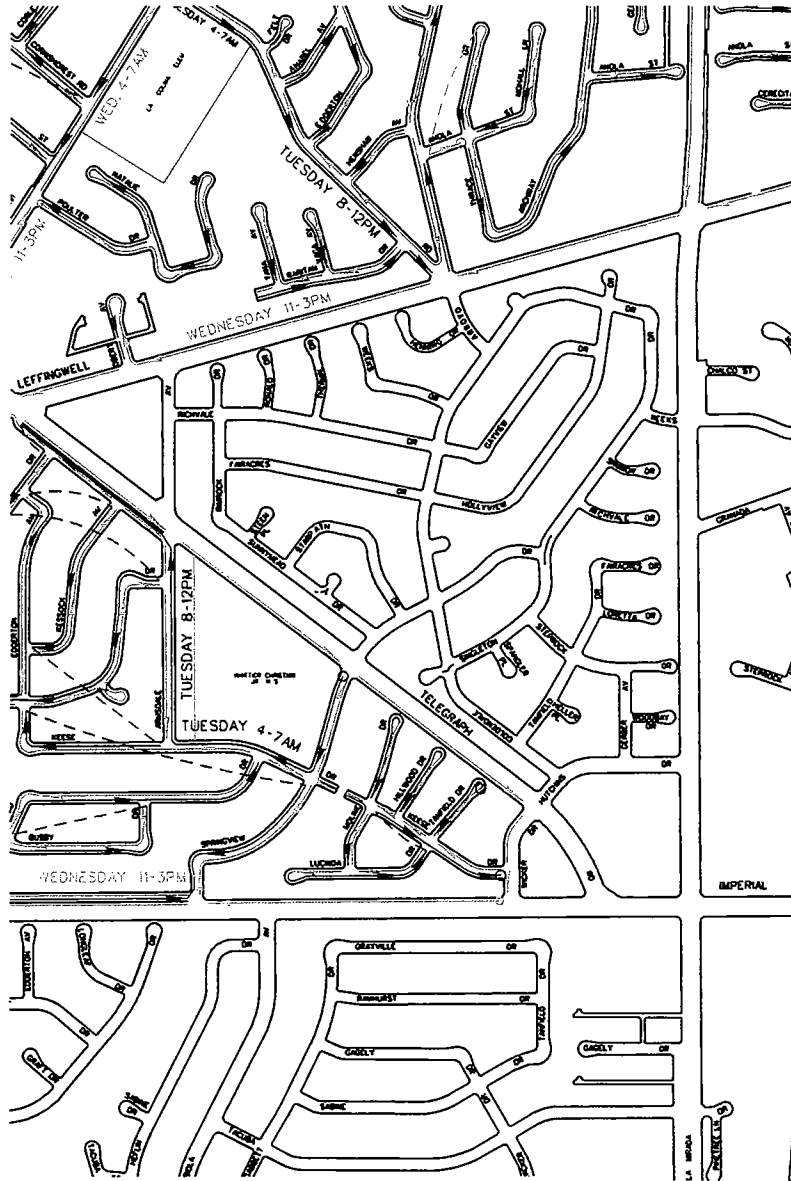
MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707 & 737	FILENAME SWHITTIER	SHEET 12 OF 22

SEE SHEET 7

SEE SHEET 12

SEE SHEET 14



LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT
NAME

STREET SWEEPING - SOUTH WHITTIER

PROJECT I.D. NO.
RMD4406004

PROJECT
ENGINEER

S. PATEL

C.E. NO.
C 58158

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 4

T.G.
707 & 737

FILENAME
SWHITTIER

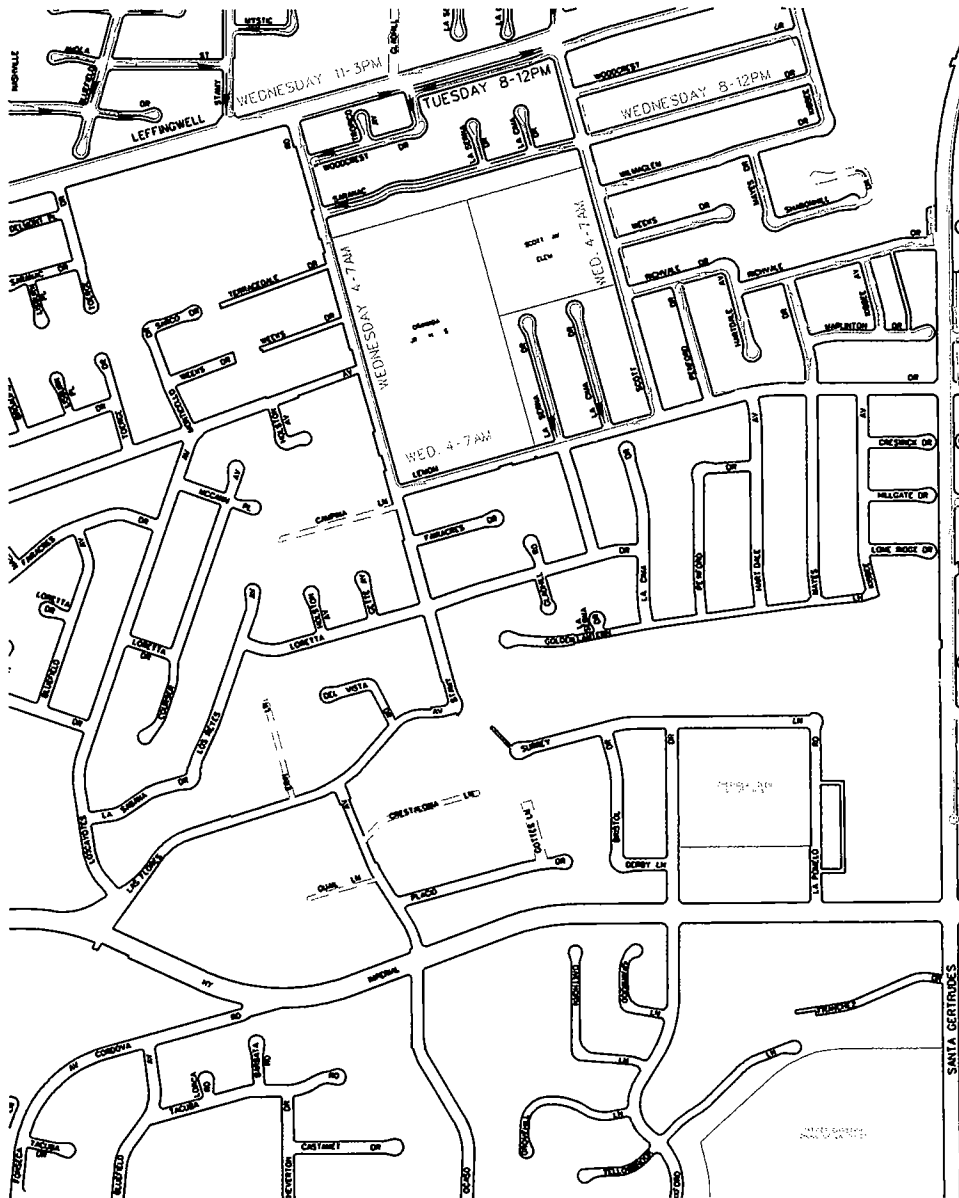
SCALE
NONE

SHEET
13 OF 22

SEE SHEET 8

SEE SHEET 13

SEE SHEET 15



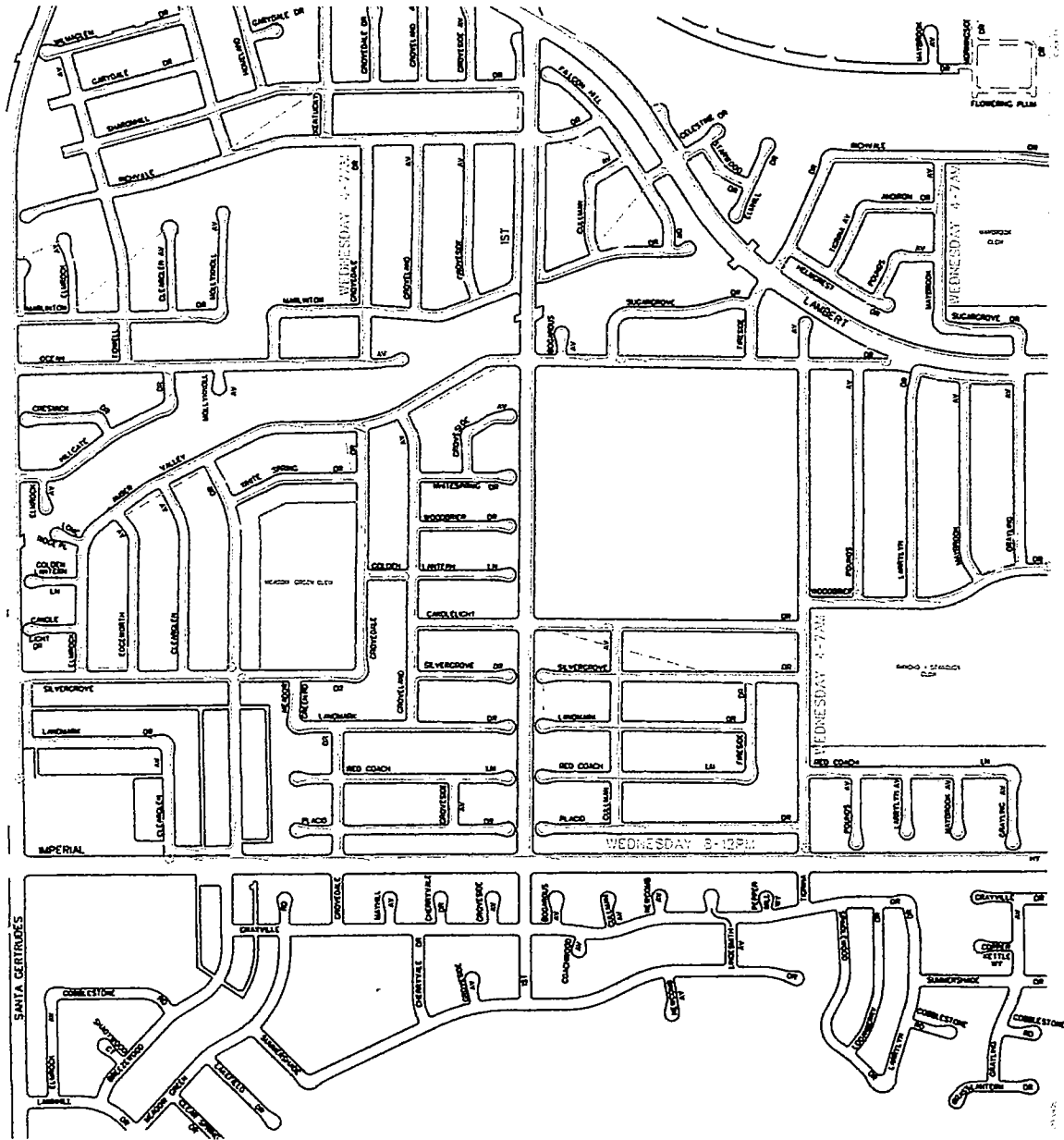
LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707, 708 737 & 738	FILENAME SWHITTIER	SCALE NONE	SHEET 14 OF 22

SEE SHEET 9

SEE SHEET 14



LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT
NAME

STREET SWEEPING - SOUTH WHITTIER

PROJECT I.D. No.
RMD4406004

PROJECT
ENGINEER

S. PATEL

C.E. NO
C 58158

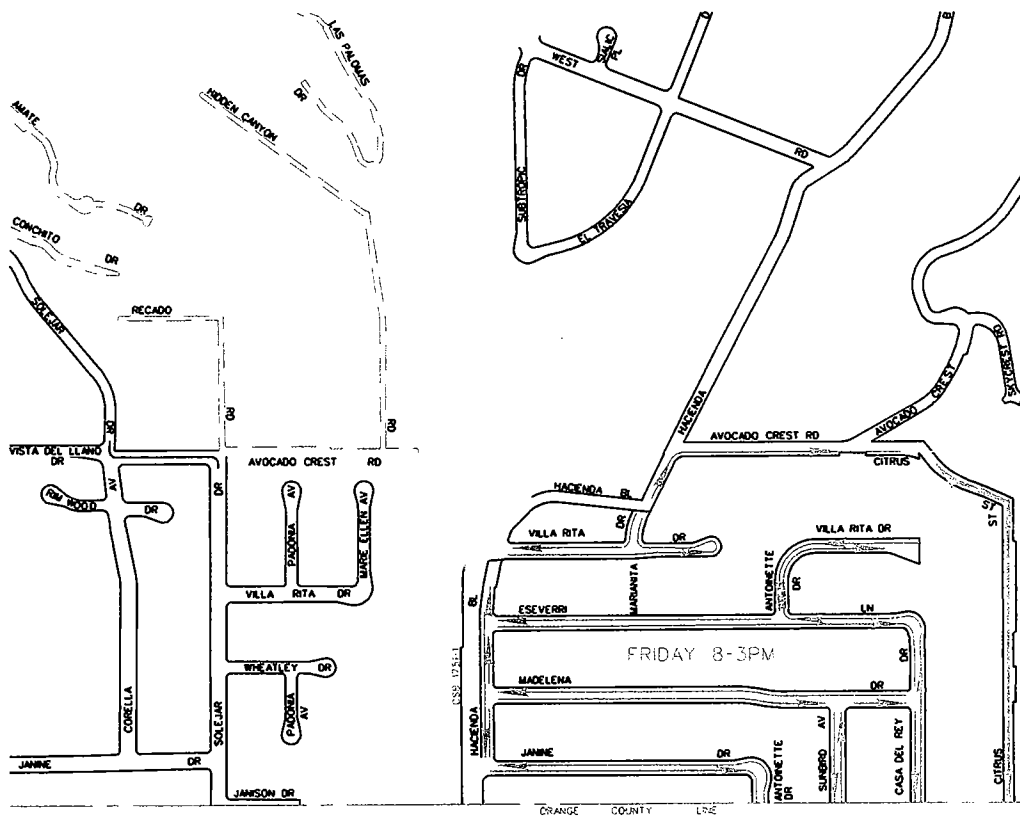
LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 4

T.G.
707, 708
737 & 738

FILENAME
SWHITTIER

SCALE
NONE

SHEET
15 OF 22



SEE SHEET 17

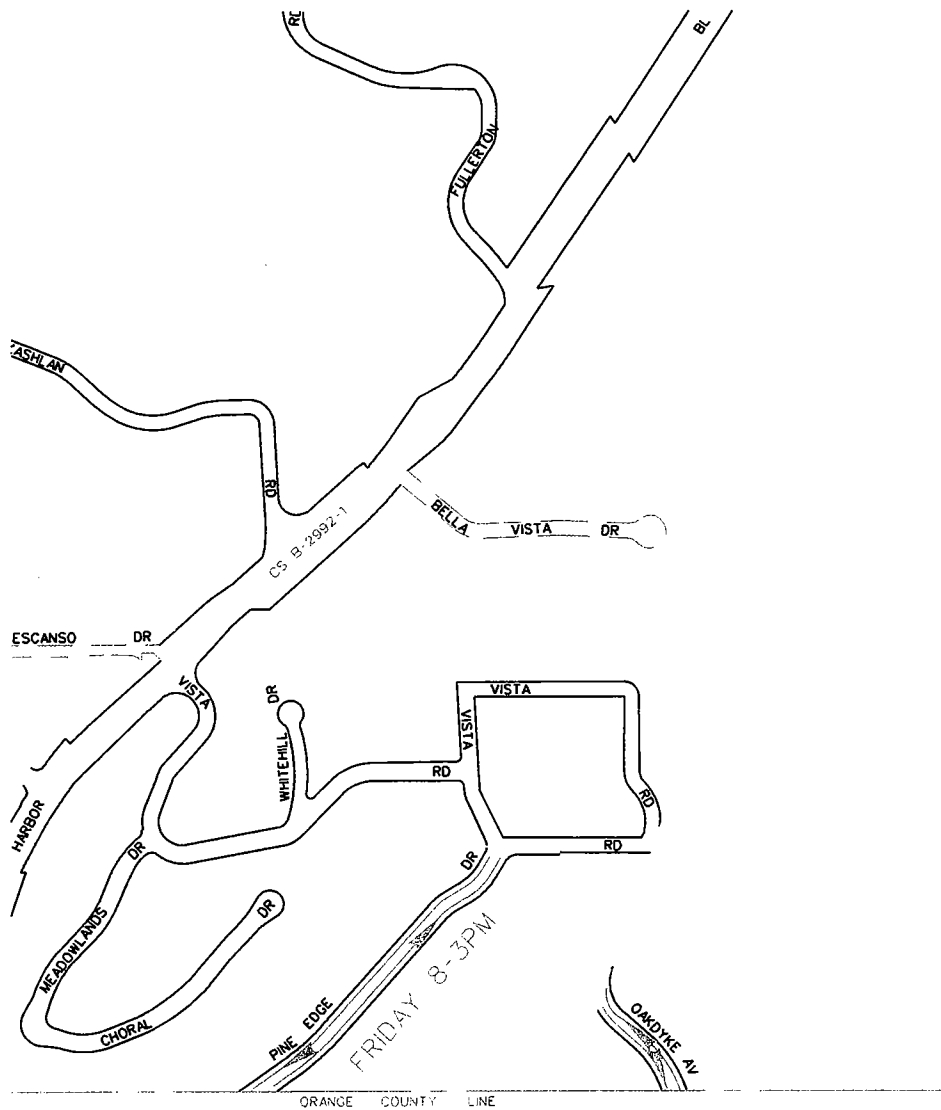
LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 708	FILENAME SNWHITTIER	SCALE NONE
					SHEET 16 OF 22	

MONDAY WEDNESDAY FRIDAY
TUESDAY THURSDAY

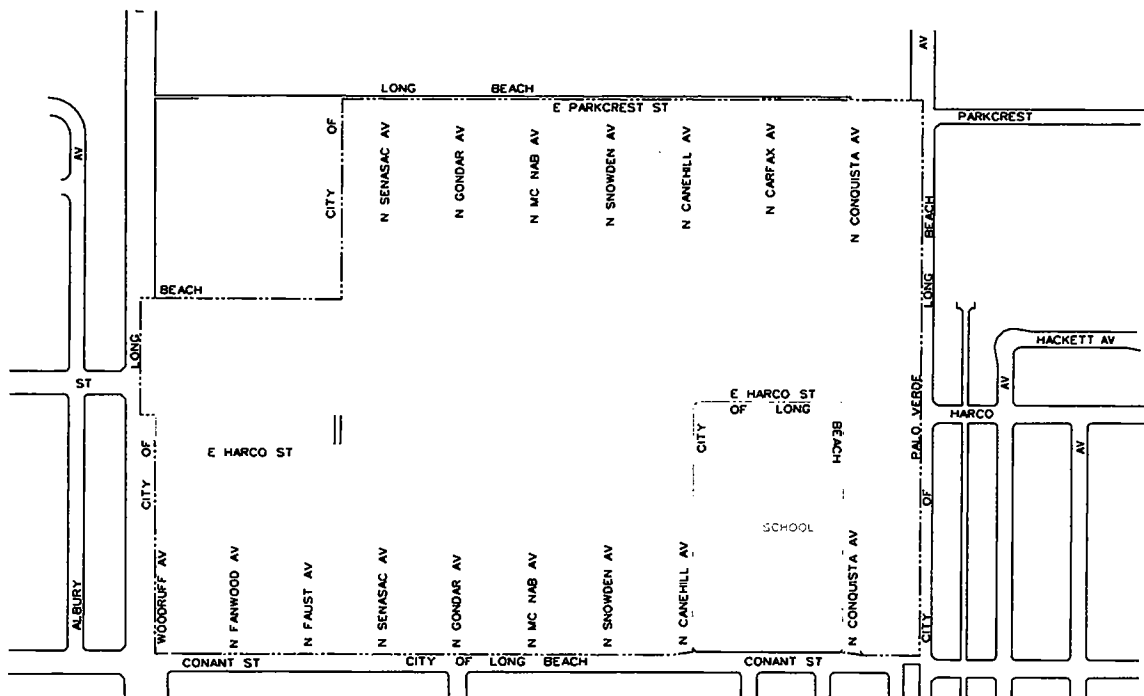
PROJECT NAME					STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER		S. PATEL		C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4			T.G. 708	FILENAME SWHITTIER	SCALE NONE	SHEET 17 OF 22



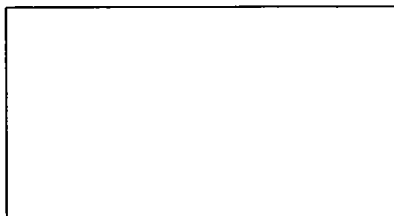
LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

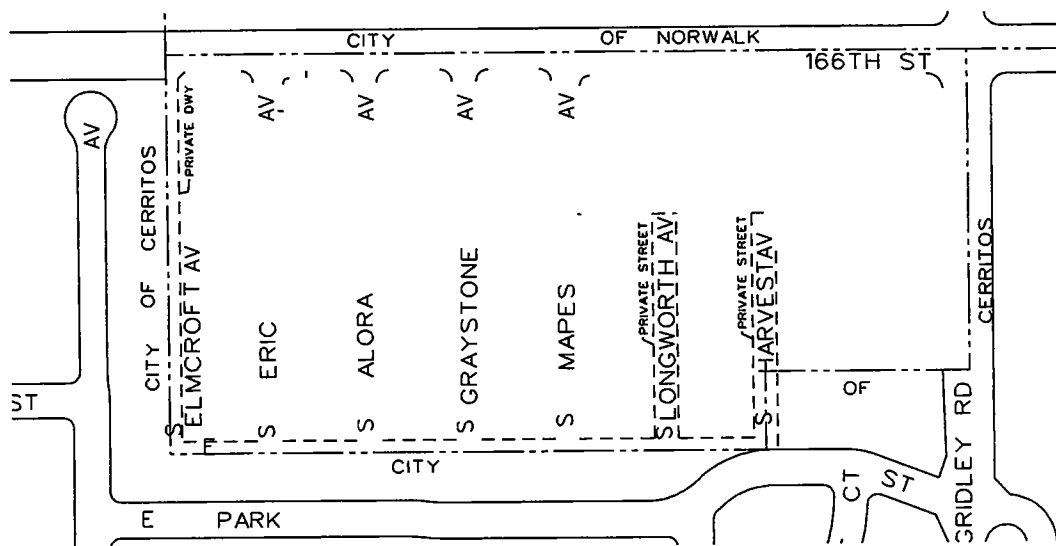
PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No.	
						RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 708	FILENAME SWHITTIER	SCALE NONE	SHEET 18 OF 22



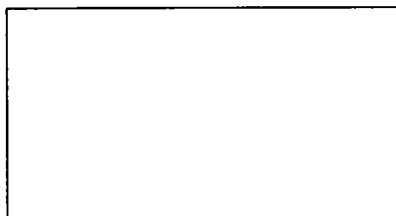
LEGEND



PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 766	FILENAME HARCO166TH	SCALE NONE	SHEET 19 OF 22



LEGEND



PROJECT NAME				STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER		S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4		T.G. 736	FILENAME HARCD166TH	SCALE NONE	SHEET 20 OF 22

ALLEYS

(TO BE SWEEPED EVERY WEEK)

<u>ALLEY LOCATION</u>	<u>LIMITS</u>	<u>PASS MILES</u>
Alley N/o Florence Avenue	Carmenita Road / Telegraph Road (Both Sides R.R.R/W)	0.43
Alley E/o Breezewood Drive	Breezewood Drive / Breezewood Drive	0.38
Alley E/o Carmenita Road	Meyer Road / Lukay Street	0.27
Alley E/o Fernview Street	Ben Hur Avenue / Mills Avenue	0.23
Alley E/o Kibbee Avenue	Marlinton Drive / Richvale Drive	0.14
Alley E/o La Mirada Boulevard	Dunton Drive / Lambert Road	0.61
Alley E/o Laurel Avenue	Laurel Avenue S / Laurel Avenue N	0.26
Alley E/o Painter Avenue	Alley N/o Mystic Street / Alley S/o Mulberry Drive	0.19
Alley E/o Painter Avenue	Mystic Street / N/o Mystic Street	0.05
Alley N/o Imperial Highway	Breezewood Drive / Alley E/o Breezewood Drive	0.07
Alley N/o Imperial Highway	190' W/o Clearglen Avenue / Clearglen Avenue	0.07
Alley N/o Leffingwell Road	475' W/o Obert Avenue / 375' E/o Obert Avenue	0.32
Alley N/o Mulberry Drive	250' W/o Calmada Avenue / Calmada Avenue	0.09
Alley N/o Mystic Street	Painter Avenue / Alley E/o Painter Avenue	0.06
Alley N/o Oval Drive	Alley W/o Mills Avenue / Armley Avenue	0.05
Alley S/o Ben Hur Avenue	Alley E/o Fernview Street / Mulberry Drive SF	0.17
Alley S/o Lambert Road	W Bluefield Avenue / Bluefield Avenue	0.42
Alley S/o Landmark Drive	Alley E/o Santa Gertrudes Avenue / Clearglen Avenue	0.27
Alley S/o Mulberry Drive	Alley E/o Painter Avenue / Rutland Avenue	0.06
Alley S/o Mulberry Drive	Alley S/o Ben Hur Avenue / Mills Avenue	0.17
Alley S/o Mulberry Drive	Greening Avenue / E/o Tarryton Avenue	0.24
Alley S/o Mulberry Drive	W/o Calmada Avenue / Calmada Avenue	0.08
Alley S/o Oval Drive	Alley W/o Mills Avenue / Hawes Street	0.05
Alley S/o Silvergrove Drive	W/o Breezewood Drive / E/o Breezewood Drive	0.47
Alley S/o Telegraph Road	W/o Mina Street / S/o Inez Street	0.38
Alley W/o Breezewood Drive	Imperial Highway NF / Alley S/o Silvergrove Drive	0.28
Alley W/o Clearglen Avenue	Alley N/o Imperial Highway / Alley S/o Landmark Drive	0.13
Alley W/o La Mirada Boulevard	Anola Street / Hornell Street	0.23
Alley W/o La Mirada Boulevard	Dunton Drive / Colima Road	0.30
Alley W/o Mills Avenue	50' S/o Alley S/o Oval Drive / Lambert Road	0.80

TOTAL PASS MILES: 7.25

PROJECT NAME		STREET SWEEPING – SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. NONE	FILENAME SWEEP-11	SCALE NONE	SHEET 21 OF 22

CURBED MEDIANS

(TO BE SWEEP EVERY WEEK)

<u>STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>CURB MILES</u>
Bramblebush Avenue	Honeysuckle Ln/Telegraph Road	B/S	0.13
Carmenita Road	Painter Avenue/Imperial Highway	B/S	3.99
Colima Road	La Mirada Boulevard/Lambert Road	B/S	0.19
Florence Avenue	Laurel Avenue/Telegraph Road	B/S	0.85
Imperial Highway	Shoemaker Avenue/Duffield Avenue	B/S	2.16
Imperial Highway	Duffield Avenue/300' E/o Valley View Avenue	N/S	0.45
La Mirada Boulevard	Dunton Drive/Leffingwell Road	B/S	1.99
Lambert Road	Leffingwell Road/Orange County Line	B/S	1.89
Leffingwell Road	Imperial Highway/Telegraph Road	B/S	3.22
Leffingwell Road	Telegraph Road/260' E/o Telegraph Road	N/S	0.05
Leffingwell Road	500' E/o Arroyo Drive/Stamy Road	N/S	0.53
Leffingwell Road	Stamy Road/150' E/o Gladhill Road	B/S	0.28
Leffingwell Road	Santa Gertrudes Avenue/Lambert Road	S/S	0.34
Meyer Road	Leffingwell Road/Imperial Highway	B/S	0.63
Mills Avenue	Bentongrove Drive/Telegraph Road	B/S	0.19
Mulberry Drive	R.R. Track/540' W/o Stamy Road	B/S	2.78
Painter Avenue	Mystic Street/R.R. Track	B/S	0.74
Telegraph Road	Carmenita Road/220' S/o Leffingwell Road	B/S	3.18
Valley View Avenue	Telegraph Road/Imperial Highway	B/S	1.30

TOTAL CURB MILES: 24.89

SUMMARY OF CURB AND PASS MILES

<u>TYPE</u>	<u>MILES</u>
Streets and Highways	255.71
Raised Curbed Medians	24.89
Paved Alleys	7.25

TOTAL MILES: 287.85

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS FOUND ON SHEETS 2 THROUGH 22 ARE TO BE SWEEP WEEKLY.

PROJECT NAME					STREET SWEEPING – SOUTH WHITTIER		PROJECT I.D. No. RMD4406004		
PROJECT ENGINEER		S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4		T.G. NONE	FILENAME SWEEP-12	SCALE NONE	SHEET 22 OF 22

Sample Fuel Adjustment Calculation: Fuel Purchased at Market Prices

Following sample data is required to calculate fuel adjustment:

Unit Rate from PW-2, Schedule of Prices: \$15.00

Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)

Proposal due date: November 2007

Contract start date: March 2008

Fuel Adjustment (FA) Component for Propane price:

Propane (On-Highway) - August 2007¹ 173.7 cents per Gallon

Propane (On-Highway) - December 2007² 218.7 cents per Gallon

Percent Change = [(December 2007 Price/Gallon – August 2007 Price/Gallon) /
(August 2007 Price/Gallon) x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (12% of Unit rate x Percent Change in Propane Price)

= (12% x \$15.00 x 25.9%)

= \$0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for March 2008

\$15.00 + \$0.47 = \$15.47

Sample Fuel Adjustment Calculation: Fuel Purchased Under Long-Term Fuel Supply Agreement

Following sample data is required to calculate fuel adjustment:

Unit Rate from PW-2, Schedule of Prices: \$15.00

Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)

Proposal due date: November 2007 (Long-Term Fuel Price: \$3.00 per gallon)

Contract start date: March 2008

Renegotiation of Fuel Price: May 2008 (renegotiated price is \$3.25 per gallon)

Fuel Adjustment Component for Contract Price:

November 2007 \$3.00 cents per gallon

Renegotiated Price in May 2008 \$3.25 cents per gallon

[(May 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon)] x (100) = Percent Change

[(3.25 - 3.00) / 3.00] x (100) = 8.3%

Percent change in Diesel (long-term price) 8.3% increase

Adjusted Unit Rate (Fuel Adjustment Component):

= (12% of unit rate) x (Percent change in price)

= [(12%) x (\$15.00)] x (8.3%)

= \$0.15 Fuel Adjustment (increase)

Adjusted Unit Rate beginning May 2008

\$15.00 + \$0.15 = \$15.15

¹ Three months preceding the proposal due date.

² Three months preceding the contract start date.

BOND FOR FAITHFUL PERFORMANCE

EXHIBIT G

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter aCounty@), in the sum of :

_____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Street Sweeping in South Whittier and is required by said County to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____, 200 _____.

By _____
(Contractor/Principal)

By _____
(Surety)

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its



Street Sweeping Services In South Whittier (2008-PA025)

Exclusively For

County of Los Angeles

May 5, 2008



1937 WEST 169TH STREET
GARDENA, CA 90247
(800) 225-7316 x108

TABLE OF CONTENTS

SECTION

LETTER OF TRANSMITTAL	1
• ADDENDUM	
• BID BOND	
CORPORATIONS	2
EXPERIENCE	3
WORK PLAN	4
QUALITY ASSURANCE PROGRAM	5
• POLICIES AND PROCEDURES	
• INSPECTION FUNDAMENTALS	
• QUALITY CONTROL DOCUMENTATION, REVIEW, AND REPORTING	
SUBCONTRACTORS	6
FINANCIAL STABILITY ~ TRADE SECRET ~	7
INSURANCE	8
RECORD KEEPING	9
FORMS	10
• PW-1 VERIFICATION PROPOSAL	
• PW-2 SCHEDULE OF PRICES	
• PW-3 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM	
• PW-4 CONTRACTOR'S INDUSTRIAL SAFETY RECORD	
• PW-5 CONFLICT OF INTEREST CERTIFICATION	
• PW-6 PROPOSER'S REFERENCE LIST ~ TRADE SECRET ~	
• PW-7 PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	
• PW-8 LIST OF SUBCONTRACTORS	
• PW-9 REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM	
• PW-10 GAIN/GROW EMPLOYMENT COMMITMENT	
• PW-11 TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW	
• PW-12 CHARITABLE CONTRIBUTIONS CERTIFICATIONS	
• PW-13 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION	
• PW-14 STATEMENT OF TERMINATED CONTRACTS	
• PW-15 PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS	
• PW-16 EQUIPMENT LIST	
• LW-2 LIVING WAGE ORDINANCE	

TABLE OF CONTENTS

- LW-3 CONTRACTOR LIVING WAGE DECLARATION
- LW-4 LIVING WAGE ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
- LW-5 LABOR/PAYROLL/DEBARMENT/HISTORY
- LW-7 PROPOSER'S MEDICAL PLAN COVERAGE
- LW-8 PROPOSER'S STAFFING PLAN AND COST METHODOLOGY
- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
- LW-10 STATEMENT OF TERMINATED CONTRACTS (SEE PW-14)
- LW-11 PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS (SEE PW-15)

SECTION

SUBCONTRACTORS' FORMS LIST	11
• PW-3 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM	
• PW-4 CONTRACTOR'S INDUSTRIAL SAFETY RECORD	
• PW-5 CONFLICT OF INTEREST CERTIFICATION	
• PW-6 PROPOSER'S REFERENCE LIST	
• PW-7 PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	
• PW-9 REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM	
• PW-10 GAIN/GROW EMPLOYMENT COMMITMENT	
• PW-12 CHARITABLE CONTRIBUTIONS CERTIFICATIONS	
• LW-2 LIVING WAGE ORDINANCE	
• LW-3 CONTRACTOR LIVING WAGE DECLARATION	
• LW-4 LIVING WAGE ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE	
• LW-5 LABOR/PAYROLL/DEBARMENT/HISTORY	
• LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS	
LIVING WAGE ORDINANCE – APPLICATION FOR EXEMPTION	12
FUEL COST ADJUSTMENT.....	13
ADDITIONAL INFORMATION.....	14



CleanStreet

Cleaning Your Environment

May 1, 2008

Mr. William H. Higley
Deputy Director
COUNTY OF LOS ANGELES

Subject: **PROPOSAL FOR SOUTH WHITTIER**

Dear Mr. Higley,

Enclosed is our proposal for providing street sweeping services for the South Whittier area of Los Angeles County.

Our proposal contemplates complete compliance with all terms and conditions set forth in your request for proposals.

We serve more than 60 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service.

We understand that Los Angeles County is seeking a problem free service provider. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I am the person who is legally authorized to enter into contracts on behalf of CleanStreet. I can be reached at headquarters at 1937 West 169th St, Gardena, CA 90247. I can be reached at 800-225-7316 x103 or my cell at 310-740-1602.

Thank you for this opportunity. I hope we can be of service.

Sincerely,
CLEANSTREET

Jeff Costello
Chief Executive Officer



Dean D. Efstathiou, Acting Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 23, 2008

IN REPLY PLEASE
REFER TO FILE: **AS-0**

REQUEST FOR PROPOSALS – ADDENDUM 1 STREET SWEEPING SERVICES IN SOUTH WHITTIER (2008-PA025)

Thank you for attending our mandatory Proposers' Conference for Street Sweeping Services in South Whittier (2008-PA025) on Thursday, April 17, 2008. The following clarifications have been made to the Request for Proposals (RFP). (Please note the changes that have been added are in **boldface**, and changes that have been omitted are ~~struckthrough~~).

The deadline to submit the proposals is now **Monday, May 5, 2008, by 11:00 a.m.**

Changes:

1. Part I, Section 2.A, Proposal Format and Content Requirements, has been changed to read:

9. Financial Stability

Submit copies of the proposing entity's audited financial statements prepared and certified by an independent Certified Public Accountant (CPA) for the most current three full fiscal years. All the financial statements submitted shall be prepared in accordance with General Accepted Accounting Principles ("GAAP"). At a minimum, statements must include a statement of financial position (balance sheet), a statement of operations (income statement), and a statement of cash flow. All pertinent schedules and footnotes, if applicable, should be provided for evaluation. Income tax returns, personal financial records, or any other self-reported information are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part I, Section 3.M, Notice to Proposers Regarding the Public Records Act.

If audited statements are available, these shall be submitted. If audited financial statements are not available, the proposer may submit additional

~~business history, and/or other information and~~ one or more of the following items to demonstrate financial resources and viability:

- ~~A letter from an admitted surety insurer confirming the Proposer's ability to secure a performance bond of 50% of the annual contract amount.~~
- ~~A letter from a bank or other financial institution confirming the Proposer's ability to secure a letter of credit of 50% of the annual contract amount (such as a stand-by letter of credit for this Contract).~~
- **A written statement signed by an authorized agent of a California-admitted surety with an A.M. Best Rating of not less than A:VII establishing that the surety is presently willing to issue a performance bond of 50 percent of the annual contract amount on behalf of the Proposer;**
- **A written statement that the Proposer is presently able to secure a letter of credit of 50 percent of the annual contract amount. The statement must be issued by a financial institution with the following minimum ratings:**

Moody's	A2 or better LT Issuer Credit and B or better for Bank Financial Strength
Standard and Poor's	A or better for LT Issuer Credit
Bauer Financial	4 Stars or better
TheStreet.com Ratings	B or better
- **Additional business history, and/or other information to demonstrate financial resources and viability, verified by an independent, reliable third-party, such as a CPA, a credit agency, or a financial institution, or by means of reliable audit reports from other governmental agencies, etc. However, such additional history and/or information will not be scored in Proposal evaluation, and will be reviewed.**

2. In Part I, Section 2.A, Proposal Format and Content Requirements, the following has been added:

17. Bid Guaranty

- a. **A Bid guaranty is required of each Proposer and shall be made payable to the County of Los Angeles in an amount of 10 percent of the Proposal's "Total Proposed Annual Price" from Form PW-2, Schedule of Prices. The Bid guaranty can either be in the form of cash, certified check, cashier's check, or an original Bid bond, executed by the Proposer and issued by a California-admitted Surety (including power of attorney). No other form of Bid guaranty will be accepted. The Bid guaranty may be prepared on the Surety's standard form. Proposers shall pay all Bid guaranty premiums, costs, and incidentals.**
- b. **The successful Proposer's Bid guaranty will be retained until the successful Proposer has executed the Agreement and provided all required proof of insurance and contract security, either 14 calendar days after Board approval or 14 days prior to contract start date, whichever occurs last. If the successful Proposer fails to execute and deliver the Agreement and to furnish the required proof of insurance and contract security within the time frame stated above, the County may annul the award approval, and the Bid guaranty of the Proposer shall be forfeited. All other Proposers' Bid guaranties will be returned upon the successful Proposers' execution of the Agreement, providing all required proof of insurance and contract security.**
- c. **Bid bond's must be payable to the County and executed by a corporate surety licensed to transact business ("admitted") as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by the County. The County may verify the accuracy and authenticity of the Bid guaranty submitted.**

Proposals failing to provide the requested Bid guaranty at the time of Proposal submission will be immediately rejected as nonresponsive.

3. Part I, Section 4.A, Award of Contract, has been changed to read:

Subject to the right of the Board to make the ultimate decisions concerning the award of contracts, the County intends to award a contract to the highest-rated Proposer or Proposers based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria, whose Proposal(s) provide(s) the most beneficial program and price, with all other factors considered. The County retains the right to select a proposal other than the proposal receiving the highest number of points, if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage and **original performance bond**, within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage and **original performance bond** is submitted to Public Works.

4. In Part I, Section 4.D, Initial Review, the following has been added:

11. **Proposer has submitted the required Bid guaranty. Proposals failing to provide the requested Bid guaranty at the time of Proposal submission will be immediately rejected as nonresponsive.**

5. Part I, Section 4, paragraph E.4, Financial Stability, has been changed to read:

4. **Financial Stability Viability (5 Points points)**

The Proposal may be submitted to Public Works financial staff for comments and/or evaluation to assist the evaluators. The Proposer's audited financial statements, annual reports, ~~or any other information submitted~~ **ability to demonstrate financial resources and viability** ~~secure a performance bond or a letter of credit of 50 percent of the annual contract amount~~ will be evaluated and scored on the extent to which they demonstrate that the Proposer has financial and business stability and can perform the work throughout the term of the proposed contract. **Audited Financial financial** statements or annual reports that are incomplete **may be given a low or zero score** ~~or and unaudited financial statements (compiled, reviewed, or self-prepared) will not be considered for scoring scored.~~

Significant unacceptable weakness in the Proposer's Financial Stability Viability or lack of it in the Proposal may result in a low or zero score.

Public Works reserves the right to review Proposer's active and expired contracts awarded by the County ~~and/or other local agencies to verify Proposer's Financial Stability,~~ **additional business history, and/or other information to demonstrate financial resources and viability, verified by an independent third party.** Although no additional points will be awarded as a result of this review, a favorable finding may result in Public Works not rejecting the Proposal as nonresponsive even though the Proposal may have scored a zero in this category.

6. In Part II, the Agreement has been changed to read:

FIFTEENTH: Not later than 14 days prior to the commencement of work, Contractor shall furnish a faithful performance bond indicated in Exhibit G, in a sum not less than 50 percent of the annual contract amount payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California. (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the annual contract amount may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals.

FIFTEENTH:SIXTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

7. Form PW-2, Schedule of Prices, is no longer valid. Please use the revised Form PW-2.1, Schedule of Prices (Enclosure A) in your proposal. It is to your benefit to fully review and understand the revision that has been made to this form.
8. Pages 2, 5, 6, 11, and 15 of Exhibit E have been replaced with the revised pages (Enclosure B.1 through B.5).

April 23, 2008
Page 6

9. Exhibit G has been included as part of this RFP, see Enclosure C.

If you have questions concerning the above information, please contact Mr. Benjamin Sandoval at (626) 458-7334, Monday through Thursday, 7 a.m. to 5:45 p.m.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

A handwritten signature in black ink, appearing to read 'Ghayane Zakarian', written in a cursive style.

GHAYANE ZAKARIAN, Chief
Administrative Services Division

BS

P:\aspub\CONTRACT\BEN\STREET SWEEP\2008\South Whittier\RFP\Addendum 1.doc

Enc.

SCHEDULE OF PRICES

STREET SWEEPING SERVICES IN SOUTH WHITTIER (2008-PA025)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

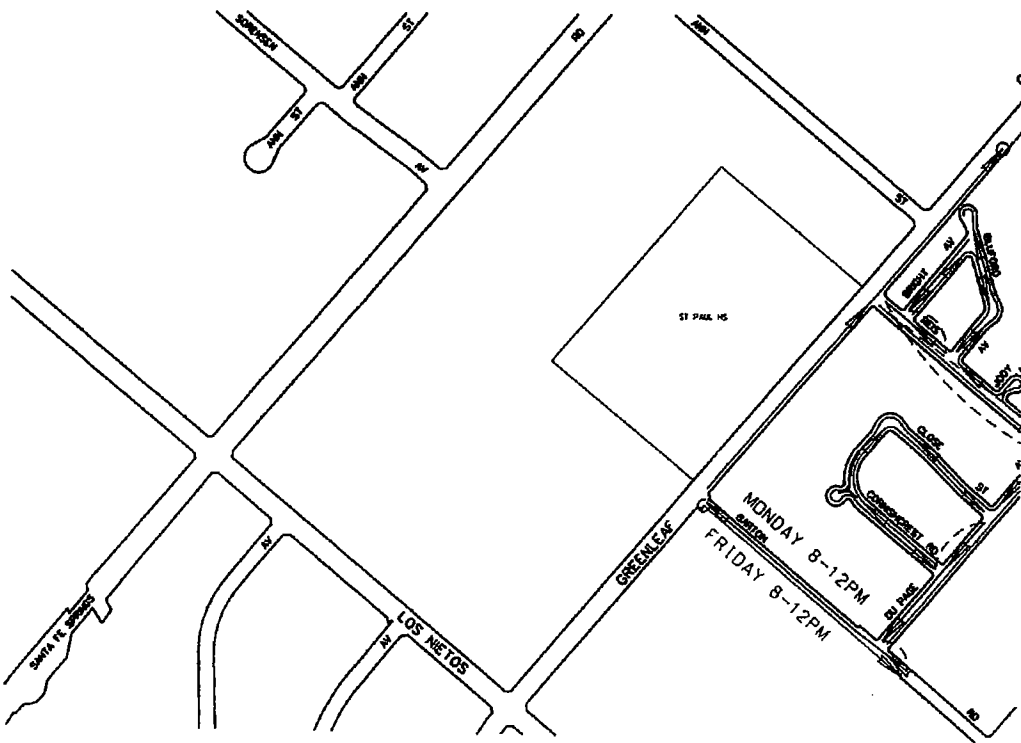
ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL AMOUNT	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL AMOUNT)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	\$	14,591.2	\$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	\$	377	\$
TOTAL ANNUAL PROPOSED PRICE					\$

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

¹ Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.

² A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.

³ A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.



SEE SHEET 3

LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 2 OF 22

SEE SHEET 3



SEE SHEET 6

SEE SHEET 11

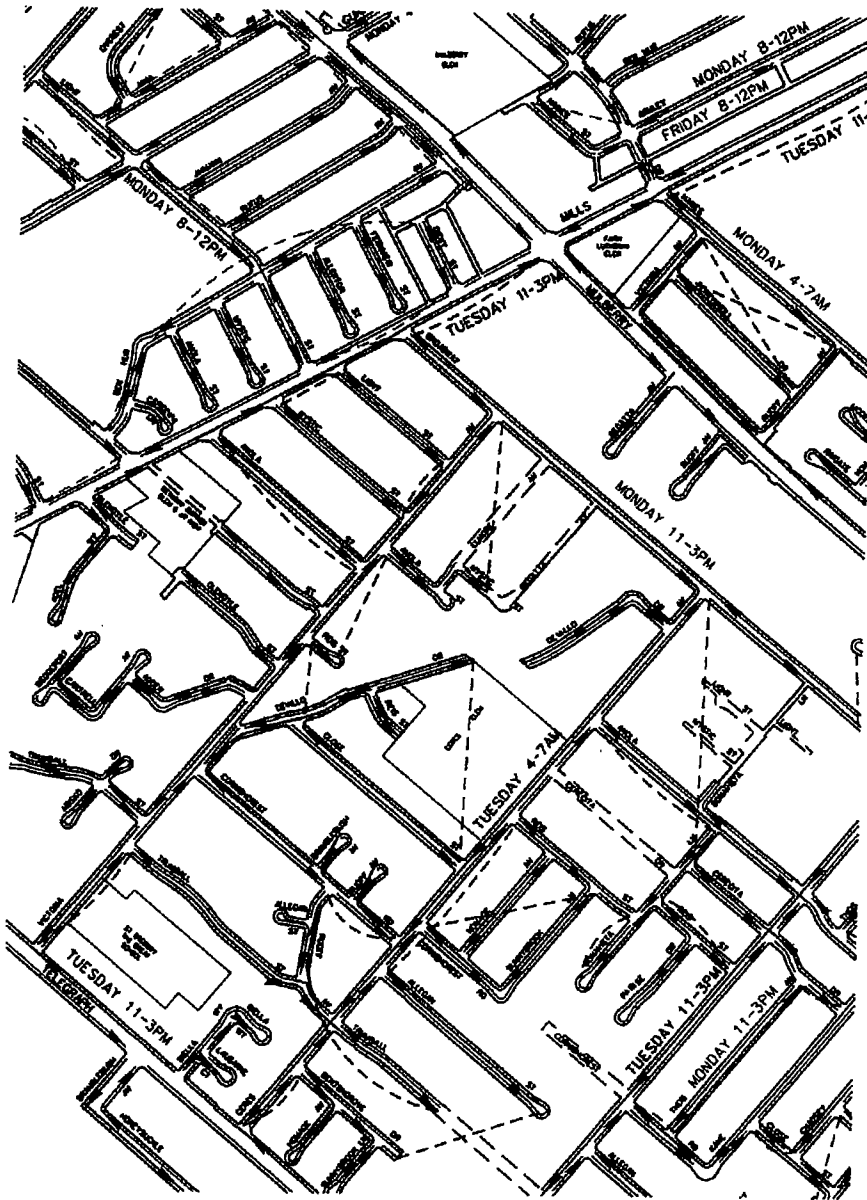
LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.O. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 5 OF 22

SEE SHEET 4

SEE SHEET 5



SEE SHEET 7

SEE SHEET 12

LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT
NAME

STREET SWEEPING - SOUTH WHITTIER

PROJECT I.D. No.
RMD4406004PROJECT
ENGINEER

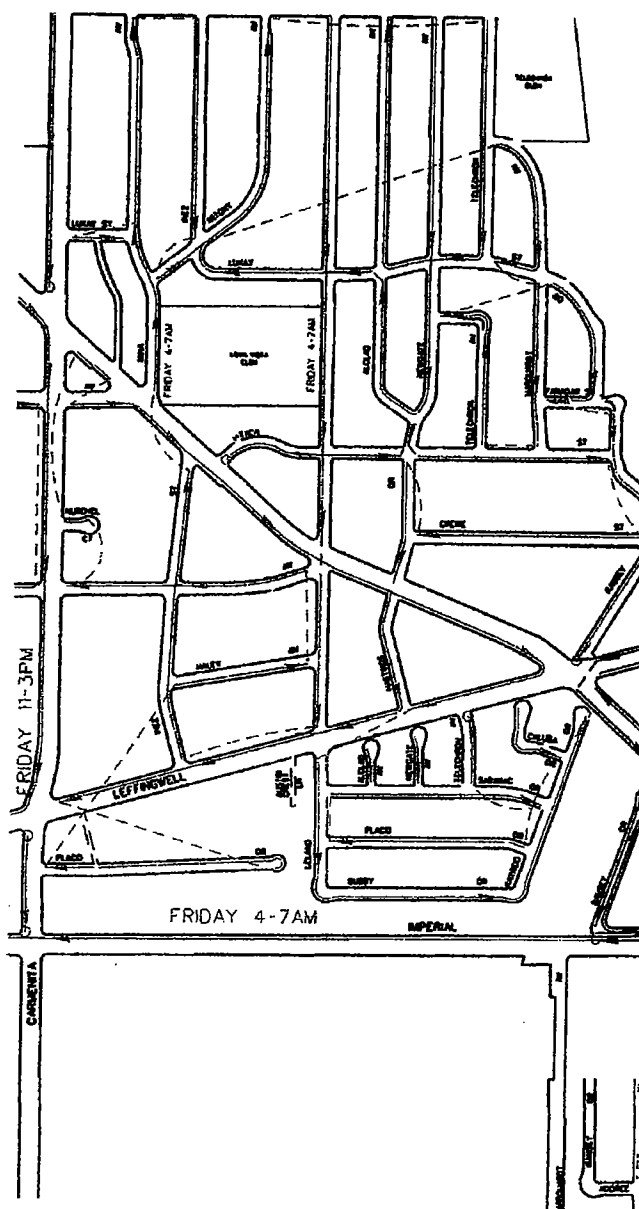
S. PATEL

C.E. NO.
C 58158LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 4T.G.
707FILENAME
SWHITTIERSCALE
NONESHEET
6 OF 22

SEE SHEET 5

SEE SHEET 10

SEE SHEET 12



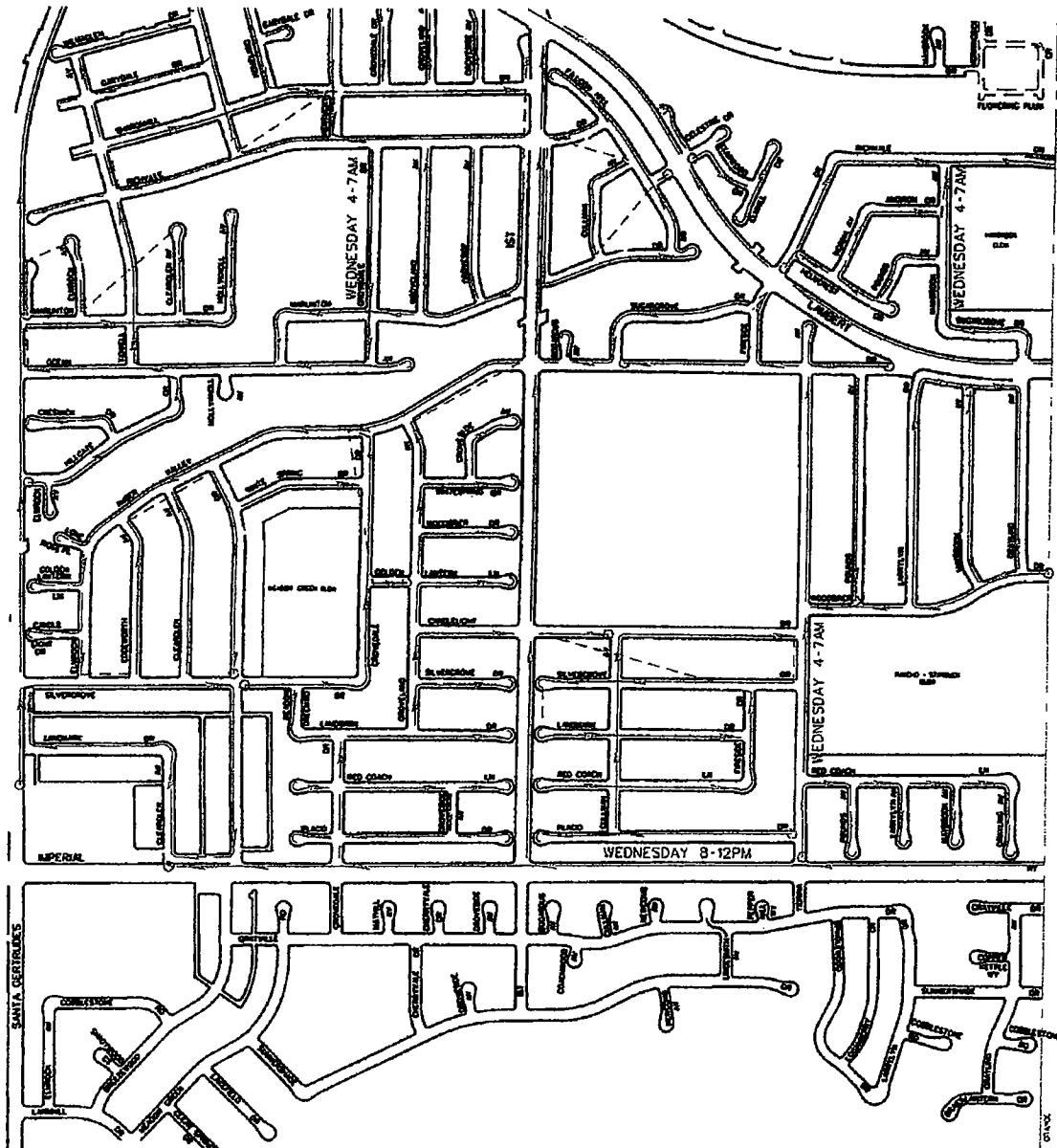
LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707 & 737	FILENAME SWHITTIER	SCALE NONE
					SHEET 11 OF 22	

SEE SHEET 9

SEE SHEET 14



LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707, 708 737 & 738	FILENAME SWHITTIER	SCALE NONE
						SHEET 15 OF 22

BOND FOR FAITHFUL PERFORMANCE**EXHIBIT G****KNOW ALL MEN BY THESE PRESENTS:**

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter ACounty@), in the sum of :

_____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Street Sweeping in South Whittier and is required by said County to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____, 200 _____.

By _____
(Contractor/Principal)

By _____
(Surety)

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of _____ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of _____



Kevin Shelley
Secretary of State



State of California Secretary of State

S

STATEMENT OF INFORMATION (Domestic Stock Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM****1. CORPORATE NAME** (Please do not alter if name is preprinted.)

C1425843
CLEANSTREET
17-19TH ST
HERMOSA BEACH CA 90254

This Space For Filing Use Only

DUE DATE: 12-31-07**CALIFORNIA CORPORATE DISCLOSURE ACT** (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

NO CHANGE STATEMENT

2. ☐ If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to Item 15.

If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
1937 W. 169th Street	Gardena CA	90247
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE
1937 W. 169th Street	Gardena	CA
		ZIP CODE
		90247

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Jere Costello - 1937 W. 169th Street, Gardena, CA			90247
6. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
Rick Anderson - 1937 W. 169th Street, Gardena, CA			90247
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Jere Costello - 1937 W. 169th Street, Gardena, CA			90247

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Jere Costello - 1937 W. 169th Street, Gardena, CA			90247
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
10. NAME	ADDRESS	CITY AND STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:**AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)**12. NAME OF AGENT FOR SERVICE OF PROCESS**
Jere Costello

13. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1937 W. 169th Street, Gardena, CA			90247

TYPE OF BUSINESS**14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**
Sweeping Services**15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, I CERTIFY THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.**

Jere Costello

CEO

10-23-07

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

SI-200 N/C (REV 06/2007)

APPROVED BY SECRETARY OF STATE

80573829



Cleanstreet
Street
Maintenance, Inc.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 31 2003

KEVIN SHELLEY
Secretary of State

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of California
Street Maintenance, Inc., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read
as follows:

the name of this corporation is: Cleanstreet
3. The foregoing amendment of Articles of Incorporation has been duly
approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly
approved by the required vote of shareholders in accordance with Section
902, California Corporations Code. The total number of outstanding
shares of the corporation is 1000 shares. The number of shares voting in
favor of the amendment equaled or exceeded the vote required. The
percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of
California that the matters set forth in this certificate are true and correct of
Our knowledge.

DATE: 1/27/03

Jere Costello, President

Richard Anderson, Secretary



HISTORY OF CLEANSTREET

CleanStreet's has its headquarters in Gardena, California. CleanStreet was formerly known as California Street Maintenance and South Bay Sweeping. Our name now better describes exactly what we do and allows us to move beyond California if we wish.

Company founder and CEO Jere Costello began sweeping shopping centers in 1961. In 1969 with the help of George Graziadio and Imperial Bank, Jere purchased his first revolutionary and dependable Tymco Air Sweeper.

By 1973, the company had become one of the largest shopping center sweeping companies in Southern California. That year the company began sweeping its first municipality, Rolling Hills Estates. We will always be grateful to City Manager Harry Peacock for giving us that opportunity.

In 1978 proposition 13 passed. All of sudden more cities became interested in saving money. Often potential municipal clients would say "of course we would like to contract for street sweeping services and save money, but how do we know you will do a good job? We have had some bad experiences with irresponsible and non-responsive contractors."

We would say, "We will make a simple promise to you and your City. We will sweep every street on time every day. We will instruct our operator to take as many passes as are necessary to clean every street thoroughly. If we ever do receive a complaint, we will re-sweep it immediately. No questions asked."

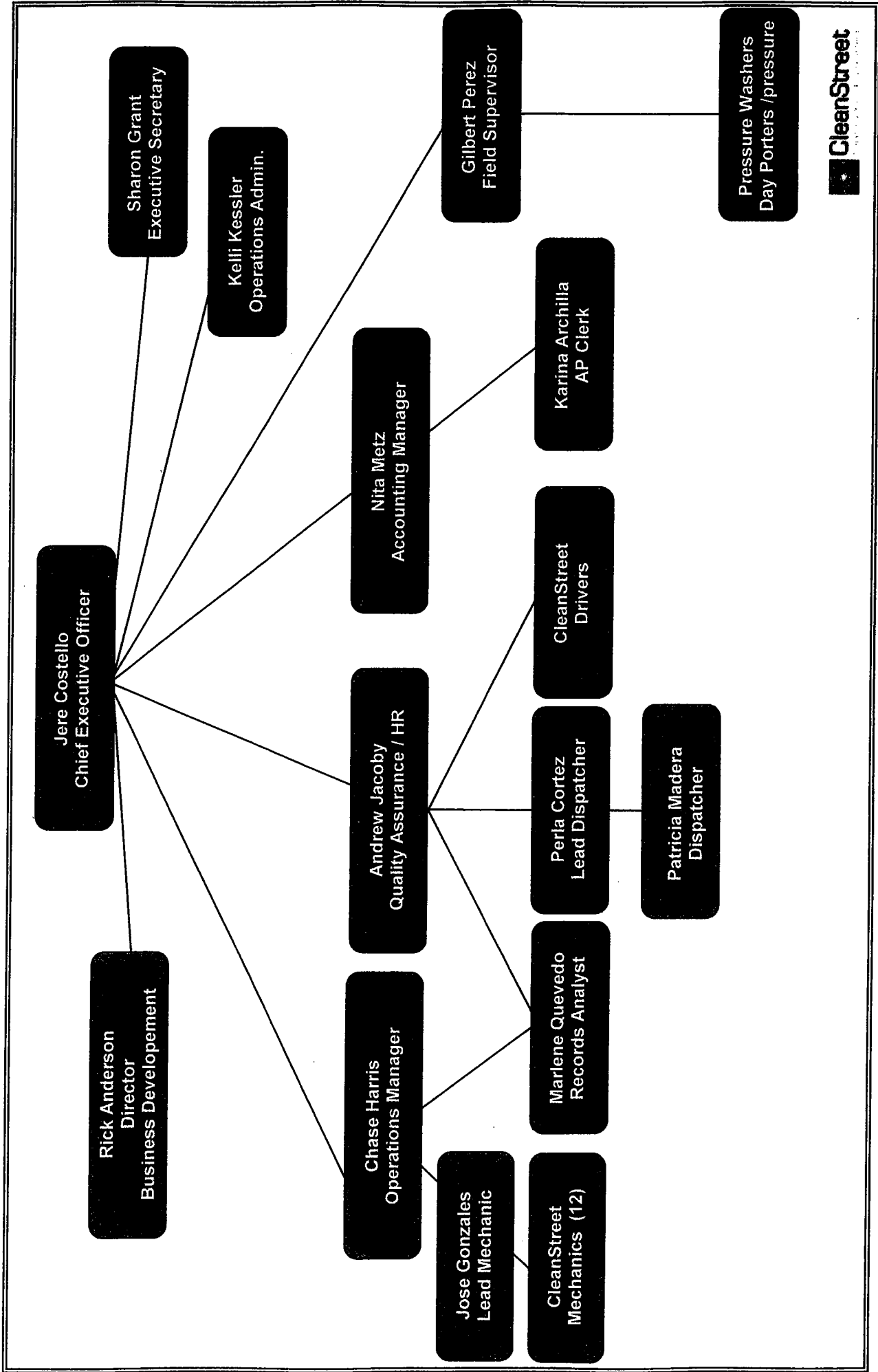
As word spread that we are a good dependable company, we slowly and steadily grew year after year. Our commitment to quality and customer satisfaction turned out to be an overwhelming success.

Today CleanStreet serves scores of municipalities and major private facilities with high quality cleaning and sweeping services. The key to our success is the fact that we kept that promise of quality to our clients.

CleanStreet takes pride in its high level of expertise that it brings to every job. We employ the best methods and the most effective equipment.

Our employees are well trained and enjoy good pay and healthcare benefits. Our employees take great pride in the quality of their work and in your complete satisfaction.

Organizational Chart



Jere Costello, CEO and Founder since 1961



Mr. Costello founded the Company in 1961. Mr. Costello is an expert in virtually all aspects of providing a wide variety of outdoor cleaning services and committed to the highest level of customer satisfaction.

Mr. Costello attended California State University at Long Beach and graduated from Northrop School of Law in 1980.

Rick Anderson, Director of Business Development since 1989



Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the Company for 18 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the Company has helped fuel continual growth and diversification into new areas which complement CleanStreet's primary role as a street sweeping contractor.

Andrew Jacoby, Human Resources & Loss Prevention since 1988



Mr. Jacoby graduated from Catholic University in Washington D.C. in 1988. Mr. Jacoby worked for the company from 1988 - 1991, where he was responsible for accounts management and overseeing personnel. Mr. Jacoby moved to Hawaii in 1991 and lived there for 12 years, where he worked as an award winning photojournalist and sports editor for Maui's daily newspaper. Mr. Jacoby returned to CleanStreet in March 2003 and oversees personnel, accounts and operations

Chase Harris, Operations Manager since 1993



Chase Harris graduated from the University of Arizona in 1994 and has worked at the Company for 13 years. Mr. Harris is responsible for overseeing all facets of operations, including but not limited to delegating work to the mechanics, fleet maintenance, debris management and GPS monitoring. Mr. Harris is quick to respond to any situation and his dedication to excellence is a tremendous asset to the Company.

Nita Metz, Accounting Manager since 2002



Ms. Metz attended California State University at Dominguez Hills and El Camino Junior College, where she focused on Business Administration and Liberal Studies. Ms. Metz obtained her Bachelors of Science degree in Business Administration, 2006, at University of Phoenix. Ms. Metz is responsible for accounts payable, accounts receivable, generating financial statements, and also is a certified Notary Public.

Perla Cortez, Lead Dispatcher since 2002



Ms. Cortez has worked for the Company for five years. During her tenure with CleanStreet, Ms. Cortez demonstrates a comprehensive geographical knowledge of the areas and possesses excellent computer and communication skills. She possesses an outgoing and friendly personality as she interfaces with clients to meet their frequent deadlines in coordinating routes to drivers accordingly. Ms. Cortez is committed to providing quality, and on-time service.

Gilbert Perez, Field Supervisor since 2005



Gilbert is a highly skilled street sweeper operator and is also adept at operating other commercial vehicles, including those which require a Class A license. Mr. Perez has had experience in many facets of maintenance including but not limited to streets, parking structures, and is experience with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters and pressure-washing crews in the field. Mr. Perez is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.

WORK PLAN – SOUTH WHITTIER

Personnel Staffing Plan:

Streets in this contract will be swept on a alternate day sweeping schedule. An alternate day schedule requires CleanStreet to sweep the two sides of a street on two separate consecutive work days. After notification that CleanStreet has been awarded this contract, CleanStreet will provide a finalized and working alternate day sweeping schedule to the contract manager. CleanStreet is an expert at scheduling alternate side sweeping programs. We have just completed such programs for the City of Compton and the City of Colton.

CleanStreet will only utilize full-time staff, which may require a driver to work in one or more projects.

Staffing on the South Whittier area will consist of two full-time street sweeper operators. This will enable CleanStreet to complete alternate side posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

Areas shall not be swept on the same day as trash pickup is scheduled. All sweeping will be scheduled the day after trash pickup, one to two days after trash pickup if alternate side sweeping.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night on street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 7 a.m. and 3:30 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.

Personnel:

Supervisors:

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

CleanStreet knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We

WORK PLAN – SOUTH WHITTIER

believe that our quality street sweeping programs is a great value when you consider the cost and negativity generated by complaints.

Operators:

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew:

CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers:

The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where oftentimes operational and sometimes financial decisions are made.

We have two full-time dedicated dispatchers who make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

WORK PLAN – SOUTH WHITTIER

Disposal of Refuse and Debris:

CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the County. We will haul it to a legally established area for the disposal of solid waste.

Storage facilities:

CleanStreet will utilize their own storage facilities for all of the sweepers.

Equipment:

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

We utilize as many 2003 Tymco 600 as needed for South Whittier. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice* BMP in storm water regulations get the debris is off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be Tymco 2003 propane powered street sweeper compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times. In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Routing:

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

WORK PLAN – SOUTH WHITTIER

Reports:

The attached report is a sample of what our drivers complete for other locations. In order to suit the County, a tailor-made form will be created for each location awarded to CleanStreet. The following items will be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

Please see sample form attached.

LA County

CONTRACTORS WEEKLY REPORT
CONTRACTOR: CLEANSTREET, INC
310-538-5888

DATE _____
WEEK BEGINNING: _____
PREPARED BY: _____

	SCHEDULED CURB MILES TO BE SWEPT	Area Name & Contract Number	SCHEDULED CURB MILES MISSED AND REASON	DATE MISSED MILES WILL BE SWEPT	NUMBER OF COMPLAINTS	TOTAL MILES SWEPT	NOTES
Monday _____	Total Mileage 29.76	Covina Contract#76404					
Tuesday _____	Total Mileage 43.14	Azusa Contract#76404					
Wednesday _____	Total Mileage 38.97	Azusa Contract#76404					
Thursday _____	Total Mileage 46.06	Azusa Claremont Contract#76404					
Friday _____	Total Mileage 48.56	Covina Contract#76404					
TOTAL	207.00						

QUALITY ASSURANCE PROGRAM

INTRODUCTION:

CleanStreet has been built on a solid reputation of competence, punctuality, integrity and courtesy.

Our primary clients are municipalities with posted no parking schedules that must be met religiously or we all have to face the wrath of disappointed residents.

As a consequence, we strive for perfection in our punctuality and dependability. We have been rewarded with the loyalty of our clients.

Our clients appreciate that they do not receive complaints when we are the service provider.

There are six key components to providing the highest quality of services:

1. Operator Training:

- Our street sweeper operator training program lasts two to four weeks. New operators are evaluated by veteran drivers and the regional driver supervisor. During the Introductory Period, trainees are evaluated on safety, performance and progress. Drivers in the training program must pass multiple tests before they are permitted to work alone. Approximately one out of every three trainees is offered permanent employment.
 - a. Pre-employment requirements for all trainees include:
 1. Clean driving record, verified by current copy of Department of Motor Vehicles H5 printout
 2. No accidents
 3. Strong references
 4. Pre-employment work comp history search
 5. Pre-employment drug testing

2. Equipment:

- We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.
- CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.
- All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.
- Backup equipment is available at all times.

QUALITY ASSURANCE PROGRAM

3. Operator Retention:

- We pay our operators fair.
- We show our appreciation for our operators by having an awards banquet. Award recipients are employees with no accidents, no injuries and no complaints for the entire year. Anyone who has a combination of all three receives the largest cash award. All award recipients qualify for a Grand Prize raffle drawing.

4. Supervision:

- We will routinely spot check the quality of our work to encourage our operators to take as many passes as necessary to do a great job.

5. Quality Assurance:

- We will return and re-sweep any complaint the next day without additional charges. This will encourage the operator to do a good job the first time around.

6. Our Reputation. Our Commitment to Customer Satisfaction:

- We value our reputation beyond all else. We will satisfy your requirements regardless of the cost.

QUALITY ASSURANCE PROGRAM - FREQUENTLY ASKED QUESTIONS

A. Who will supervise and review the work done under Street Sweeping Contract?

Rick Anderson will supervise this contract.

B. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

We will send the driver back the next night to re-sweep at no additional charge.

If we find that an operator has repetitive complaints or problems, we will replace the operator.

C. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

We can respond within two hours at the maximum and hopefully much sooner.

We will respond immediately.

We are well situated to provide this response.

D. How will you cover unexpected absences?

We have ample backup operators to cover absences.

We will have as many as six operators that will be trained to do this work.

E. If you have written quality control plan, inspection plan or written procedures for your staff, please attach them.

We will give the following instructions to our operators:

"It is our responsibility to clean these lots of glass, sand, gravel and trash of any kind.

QUALITY ASSURANCE PROGRAM - FREQUENTLY ASKED QUESTIONS

At times you will encounter heavy trash or sand. Please slow down through heavy debris.

Slowing down will increase your chances of cleaning properly.

If ever you do not clean things thoroughly with one pass, please take additional passes.

Our goal here is to eliminate complaints.

If we get a complaint we are going to send you back the next night. That will be expensive.

It is better that you do a good job the first time so we don't have the expense of sending you back.

If you have any questions about these instructions, feel free to speak to your supervisor, Gilbert Perez.

Thank you. Be careful out there."

SUBCONTRACTORS

We will not utilize subcontractors of any kind. We will control and direct 100% of the performance of this contract.



LOCKTON

Insurance and Risk Management Specialists

May 2, 2008

COUNTY OF LOS ANGELES,
Department of Public Works
Administrative Services Division – 9th Floor
Attn: Mr. Benjamin Sandoval
P.O. Box 1460
Alhambra, CA 91802

RE: Clean Street
Street Sweeping South Whittier – 2008-PA025

Dear Benjamin:

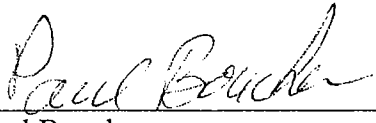
Clean Street is currently bonded by Safeco Insurance Company of America. Safeco Insurance Company of America is rated by A.M. Best rating as “A” (Excellent) and “XV” financial size.

As an indication of bonding capacity, Clean Street can secure a performance bond of 50% of the annual contract amount.

As is customary, the surety will determine final approval of any bond upon the most current financial job information available to the underwriter at the time. Specific requests for surety bonds will be given due consideration based on an underwriting evaluation at the time of the request. This evaluation includes receipt and review of acceptable contract terms and conditions, acceptable bond forms, adequate financing as well as other underwriting conditions, which may exist at the time of the request. Any request for bonds is a matter between Clean Street and Safeco Insurance Company of America.

Yours very truly,

LOCKTON INSURANCE BROKERS, LLC

By: 
Paul Boucher
Vice President
Surety Department

LOCKTON INSURANCE BROKERS, LLC.

License #0F15767

725 S. Figueroa St., 35th Fl / Los Angeles, CA 90017 / (213) 689-0500 / FAX: (213) 689-0550

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

4/1/2009

DATE (MM/DD/YYYY)
4/2/2008

PRODUCER Lockton Companies, LLC-L Los Angeles
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED CleanStreet
1304988 California Street Maintenance
1937 W 169th Street
Gardena CA 90247

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United States Fire Insurance Company	21113
INSURER B: St. Paul Fire and Marine Insurance Co	24767
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES CLEST01 P4

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	5437126431	4/1/2008	4/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1337256567	4/1/2008	4/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> RETENTION \$ 10,000	QK04500397	4/1/2008	4/1/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Ontario, its officers, agents and employees are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

CANCELLATION [M447187]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Policy Number:5437126431

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured - Owners, Lessees or
Contractors - Completed Operations**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE A WRITTEN AGREEMENT TO INCLUDE THEM AS ADDITIONAL INSURED, WHICH IS SIGNED IN ADVANCE OF THE "OCCURRENCE" FOR WHICH THE ADDITIONAL SEEKS COVERAGE.	AS SPECIFIED IN YOUR SIGNED AND WRITTEN AGREEMENT IN ADVANCE OF THE "OCCURRENCE" FOR WHICH THE ADDITIONAL INSURED SEEKS COVERAGE.

Copyright, ISO Properties, Inc., 2004
CG 20 37 07 04
07-04

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

4/1/2009

DATE (MM/DD/YYYY)
4/1/2008

PRODUCER Lockton Companies, LLC-L Los Angeles
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED CleanStreet
1025936 California Street Maintenance
1937 W 169th Street
Gardena CA 90247

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: United States Fire Insurance Company

21113

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES CLEST01 P4

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below Yes	4086954405	4/1/2008	4/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Jere Costello is an excluded officer.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Employee hours are tracked via a computer database, via magnetic badge to swipe in and out via a computerized phon-in time system called TeleTrak. On premises, employees use a magnetic badge to swipe in and out, while out of the area, employees report start stops and job switches via cell phone by calling in directly to the computerized database. On-site employees or those who must report to the main yard to retrieve their vehicle, start their shift as soon as they arrive on the premises. Out-of-area employees' shift starts when they retrieve their company vehicle from either a city yard or rented parking lot.</p> <p>1.2 On premises, employees use a magnetic badge to swipe in and out, while out of the area, employees report start, stops and job switches via cell phone by calling in directly to the computerized database. On-site employees or those who must report to the main yard to retrieve their vehicle, start their shift as soon as they arrive on the premises. Out-of-area employees' shift starts when they retrieve their company vehicle from either a city yard or rented parking lot.</p> <p>1.3 We have a combination of on-site and out-of-area employees. Their shift starts wherever they have to retrieve their company vehicle; our main yard, a city yard or rented parking lot.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. We can check the computer database for who is in or not in and our vehicles are equipped with GPS units which enable us to view when the operators start and stop.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 Printouts of employees reported starts, stops and switches, along with job numbers and trip tickets and a computer backup.</p> <p>3.2 Printouts of employees reported starts, stops and switches, along with the job numbers and trip tickets and a computer backup.</p> <p>3.3 Preliminary records are kept on the computer on a daily basis, but records are kept for each two week payroll period.</p> <p>3.4 Payroll administrator edits and prints then archives these reports for each two week payroll period.</p> <p>3.5 Payroll Administrator Analyst check all aspects of time reported and reconcile what was reported with Dispatch schedule and GPS Timestamping.</p> <p>3.6 Records with analysis/discrepancies are forwarded to Operations Manager and Human Resources Manager.</p> <p>3.7 They are used to verify hours reported and to list and discrepancies that require reconciliation.</p> <p>3.8 Please see attached.</p>

CleanStreet

Time Card Report

Mon 4/14/08 12:00 AM - Sun 4/27/08 11:59 PM

Name: [REDACTED]

Card ID: 6109

Payroll ID: 95003

Home Dept.: 301 - Special Sweeps Drivers

Division 1

Shift #:

Overtime Type: CSM Pay

Rounding: None

Supervisor

Dept.	Date In	Time In	Date Out	Time Out	Reg	OT	DT	Brk	Lunch	Total Time	Total \$	Miscellaneous
301-Special Swee	4/14/2008	5:13 AM	4/14/2008	1:55 PM	8.00	0.70				8.70		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												
301-Special Swee	4/15/2008	5:26 AM	4/15/2008	1:12 PM	7.77					7.77		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												
301-Special Swee	4/16/2008	5:24 AM	4/16/2008	3:40 PM	8.00	2.27				10.27		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												
301-Special Swee	4/17/2008	5:30 AM	4/17/2008	6:15 PM	8.00	4.00	0.75			12.75		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												
301-Special Swee	4/18/2008	5:14 AM	4/18/2008	4:18 PM	8.00	3.07				11.07		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												
Weekly Totals:					39.77	10.03	0.75			50.55	\$0.00	

Tips	Holiday	Personal
Advances	Vacation	Bonus
Other	Sick	Shift Diff

Total Earnings: \$0.00

301-Special Swee	4/22/2008	5:18 AM	4/22/2008	4:39 PM	8.00	3.35				11.35		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												
301-Special Swee	4/23/2008	5:32 AM	4/23/2008	3:57 PM	8.00	2.42				10.42		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												
301-Special Swee	4/24/2008	5:31 AM	4/24/2008	6:52 PM	8.00	4.00	1.35			13.35		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												
301-Special Swee	4/25/2008	5:11 AM	4/25/2008	4:19 PM	8.00	3.13				11.13		
248 LA CO. AZU/COV/CLARE												
248 LA CO. AZU/COV/CLARE												
680 @Rd 680 Tymco												

CleanStreet

Time Card Report

Mon 4/14/08 12:00 AM - Sun 4/27/08 11:59 PM

Weekly Totals: 32.00 12.90 1.35 46.25 \$0.00

Tips	Holiday	Personal
Advances	Vacation	Bonus
Other	Sick	Shift Diff

Total Earnings: \$0.00

Period Totals: 71.77 22.93 2.10 96.80 \$0.00

Tips	Holiday	Personal
Advances	Vacation	Bonus
Other	Sick	Shift Diff

Total Earnings: \$0.00

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4.1 N/A - we use computerized records of actual time worked to create payroll.</p> <p>4.2 N/A - we use computerized records of actual time worked to create payroll.</p> <p>4.3 N/A - we use computerized records of actual time worked to create payroll.</p> <p>4.4 N/A - we use computerized records of actual time worked to create payroll.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Employee clocks out for meal break or signs agreement for On-Duty Meal Period. Employees take mandated breaks at their discretion and are not required to clock out for these breaks.</p> <p>5.2 All breaks are listed within each employee's timecard report.</p> <p>5.3 The Payroll Administrator prepares, reviews, and approves documentation.</p>

FORM LW-9	
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>7.1 Manual checks are processed through our same payroll system for any necessary adjustments that may need to be made to a paycheck.</p> <p>7.2 Multiple wage rates usually have a different job code, so any regular, overtime and doubletime rates in those codes would be manually overridden.</p> <p>8.1 A printout is generated from the timekeeping system showing the name of each employee and breaking down the total number of regular, overtime and doubletime hours worked within a particular job number. Payroll information is input in this manner to help provide job costing information. When employees have multiple wage rates, they are usually tied to a particular job number that either has the rates preprogrammed, or a not of the rate amount to overwrite with.</p> <p>8.2 Multiple wage rates usually have a different job code, so any regular, overtime and doubletime rates in those codes would be manually overridden.</p> <p>8.3 Combination of preprogrammed and manual overrides.</p>

CO. FILE DEPT. CLOCK VCHR. NO.
201 095021 000100 0000180004 1

097-0001

CLEANSTREET INC
1937 W 169TH STREET
GARDENA, CA 90247-5253
(310)538-5888

Earnings Statement



Period Beginning: 04/14/2008
Period Ending: 04/27/2008
Pay Date: 05/02/2008

00000000004

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
CA: 1

Earnings	rate	hours	this period	year to date
Regular	20.0000	77.35	1,547.00	10,968.48
Overtime	30.0000	3.33	99.90	609.76
Holiday				259.00
Vacation				277.50
Gross Pay			\$1,646.90	12,114.74

Deductions	Statutory		
Federal Income Tax	-213.70	1,380.32	
Social Security Tax	-101.17	742.74	
Medicare Tax	-23.67	173.71	
CA State Income Tax	-54.11	305.65	
CA SUI/SDI Tax	-13.06	95.84	
Other			
Checking 1	-1,226.19		
Health Blue Cr	-15.00*	135.00	
Net Pay	\$0.00		

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,631.90

© 2000 ADP, Inc.

CLEANSTREET INC
1937 W 169TH STREET
GARDENA, CA 90247-5253
(310)538-5888

Advice number: 00000180004
Pay date: 05/02/2008

Deposited to the account of

account number transit ABA amount
\$1,226.19

VOID AFTER 180 DAYS

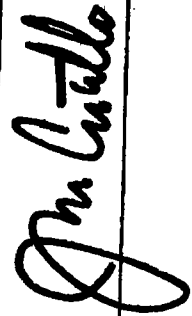
BANK OF AMERICA
COMMUNITY DEVELOPMENT BANK
1500 NEWELL AVENUE, SUITE 200
WALNUT CREEK, CA 94596

NON-NEGOTIABLE

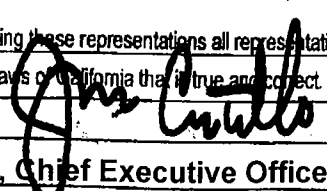
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Employees are paid their hourly wage for travel time.</p> <p>9.2 Travel time is paid at the employee's hourly rate.</p> <p>9.3a Wages would be determined by Job Number and Work Order Number. Each Job Number and Work Order Number has a specific code and if any jobs/work orders require a certain wage rate, entering those codes would activate the specific wage rates.</p> <p>9.3b The employee would be paid by this/her hourly rate unless the Job Number and Work Order number mandate a specific rate. If there is a specific rate required, the employee's regular hourly rate would be overridden.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 Overtime is calculated daily after 8 hours and then weekly after 40 hours. Doubletime is calculated after 12 hours.</p> <p>10.2 Multiple wage rates usually have a different job code, so any regular, overtime and doubletime rates in those codes would be manually overridden.</p>

DATED: April 23, 2008

PROPOSER'S SIGNATURE: _____



VERIFICATION OF PROPOSAL

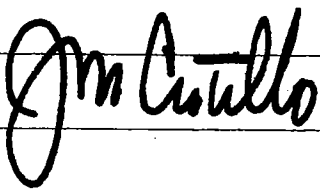
DATE: April 24 , 2008		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Street Sweeping Services in South Whittier (2008-PA025)			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Jere Costello			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: Chief Executive Officer			
PROPOSER INFORMATION			
6. Proposer's full legal name: Jeremiah George Costello		Telephone No.: (800) 225-7316 x103	
Address: 1937 West 169th Street, Gardena, CA 90247		Fax No.: (310) 538-8015	
e-mail: jcostello@cleanstreet.com	County WebVen No.: 503745-02	IRS No.: 95-4147708	Business License No.: 9023
7. Proposer's fictitious business name(s) or dba(s) (if any): N/A			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 1937 W. 169th St., Gardena, CA 90247		
	State of incorporation: California		Year incorporated: 2003
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Jere Costello	Title CEO	Phone (800) 225-7316 x103	Fax 310.538.8015
Street 1937 W. 169th Street	City Gardena	State California	Zip 90247
Name(s) Rick Anderson	Title Secretary	Phone 800.225.7316 x108	Fax 310.538.8015
Street 1937 W. 169th Street	City Gardena	State California	Zip 90247
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please list the other name(s): Name(s): California Street Maintenance Year of name change: 2003 Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:		<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input checked="" type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.	
I declare under penalty of perjury under the laws of California that I am true and correct.			
Signature of Proposer or Authorized Agent: 			Date: April 24, 2008
Type name and title: Jere Costello, Chief Executive Officer			

SCHEDULE OF PRICES

STREET SWEEPING SERVICES IN SOUTH WHITTIER (2008-PA025)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL AMOUNT	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL AMOUNT)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	\$ 30.72	14,591.2	\$ 448,241.67
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	\$ 55.00	377	\$ 20,735.00
TOTAL ANNUAL PROPOSED PRICE					\$ 468,976.67

LEGAL NAME OF PROPOSER		
CleanStreet		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
Jere Costello		
TITLE OF AUTHORIZED PERSON		
Chief Executive Officer		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
April 30, 2008	N/A	
PROPOSER'S ADDRESS:		
1937 West 169th Street, Gardena, CA 90247		
PHONE	FACSIMILE	E-MAIL
(800) 225-7316 x103	(310) 538-8015	jcostello@cleanstreet.com

¹ Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.

² A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.

³ A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: CleanStreet		
Company Address: 1937 W. 169th Street		
City: Gardena	State: CA	Zip Code: 90247
Telephone Number: 800.225.7316 x103		
(Type of Goods or Services): Street Sweeping		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

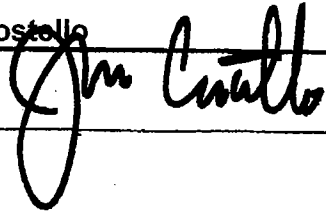
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Jere Costello	Title: Chief Executive Officer
Signature: 	Date: April 24, 2008

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Street Sweeping Services In South Whittier (2008-PA025)SERVICE BY PROPOSER CleanStreetPROPOSAL DATE: Thursday, May 1, 2008

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	47	50	55	64	66	282	66
2. Total dollar amount of Contracts (in thousands of dollars).	4.7 million	7.0 million	9.0 million	13.0 million	14.0 million	47.7 million	7.0 million
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	1	1	3	5	1	11	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	7	180	325	615	8	1,135	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Jere Costello

Name of Proposer or Authorized Agent (print)

Signature

April 30, 2008

Date

CONFLICT OF INTEREST CERTIFICATION

I, Jere Costello

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) Chief Executive Officer

of CleanStreet

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

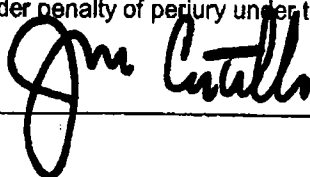
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Date April 24, 2008

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Street Sweeping Services for South Whittier (2008-PA025)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Street Sweeping	SERVICE DATES: 2008 - Current
DEPT/DISTRICT: Road Maintenance	
CONTACT: Ray Martinez	
TELEPHONE: (626) 337-1277	
FAX: (626) 962-3982	
E-MAIL: rmartin@ladpw.org	

SERVICE: Street Sweeping	SERVICE DATES: 2002 to Current
DEPT/DISTRICT: LA County Sanitation	
CONTACT: Mr. Robert Ray	
TELEPHONE: (323) 721-4003	
FAX: (323) 888-9560	
E-MAIL:	

SERVICE: Street Sweeping	SERVICE DATES: 2006 - Current
DEPT/DISTRICT: County Sani District LA - Calabasas	
CONTACT: Karen Streeter, Purchasing	
TELEPHONE: (562) 908-4288 x1413	
FAX: (562) 699-8665	
E-MAIL: kstreeter@lacsds.org	

SERVICE: Channel Sweeping	SERVICE DATES: 2002 - 2004
DEPT/DISTRICT: LA County - Public Works	
CONTACT: Mr. Gus Nakhoul	
TELEPHONE: (626) 458-4152	
FAX: (626) 458-4150	
E-MAIL: gnakhoul@dpw.co.la.ca.us	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES: 1998 - Current
AGENCY/ FIRM: City of Duarte	
ADDRESS: 1600 Huntington Dr. Duarte, CA 91010	
CONTACT: Troy Wittenbrock	
TELEPHONE: (626) 357-7931	
FAX: (626) 358-0018	
E-MAIL: troy6713@earthlink.net	

SERVICE: Street Sweeping	SERVICE DATES: 1998 - Current
AGENCY/ FIRM: City of Dana Point	
ADDRESS: 33282 Golden Lantern, Dana Point, CA 92629	
CONTACT: Mr. Brad Fowler	
TELEPHONE: (949) 337-0512	
FAX: (949) 248-7372	
E-MAIL: bfowler@danapoint.org	

SERVICE: Street Sweeping	SERVICE DATES: 2001 - Current
AGENCY/ FIRM: City of Ontario	
ADDRESS: 1425 S. Bon View Ave., Ontario CA 91761	
CONTACT: Dale Adcock	
TELEPHONE: (909) 395-2624	
FAX: (909) 395-2601	
E-MAIL: dradcock@ci.ontario.ca.us	

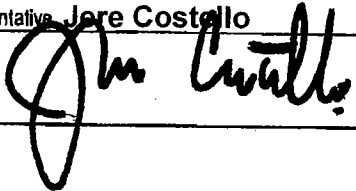
SERVICE: Street Sweeping	SERVICE DATES: 2006 - Current
AGENCY/ FIRM: City of Colton	
ADDRESS: 160 S. 10th St., Colton, CA 92324-3406	
CONTACT: Maritza Tapia	
TELEPHONE: (909) 370-5146	
FAX: (909) 370-6104	
E-MAIL: mtapia@ci.colton.ca.us	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name CleanStreet
Address 1937 W. 169th Street
Internal Revenue Service Employer Identification Number 95-4147708

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer CleanStreet	
Authorized representative Jore Costello	
Signature 	Date April 24, 2008

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **CleanStreet**

My County (WebVen) Vendor Number: **503745-02**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers & Staff		Total Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					7	
Hispanic/Latino			2		120	3
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		3	1	4	3

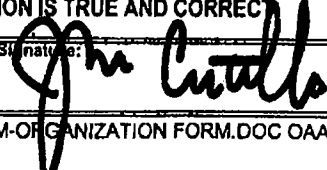
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Chief Executive Officer	Date: April 24, 2008
---	---------------------------------------	-----------------------------

GAIN and GROW EMPLOYMENT COMMITMENT

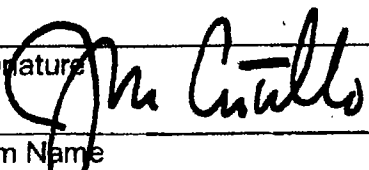
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Chief Executive Officer
Firm Name CleanStreet	Date April 24, 2008

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

Proposer Name: CleanStreet	Date of Request:
Project Title: Street Sweeping Services in South Whittier (2008-PA025)	Project No.

A Solicitation Requirements Review is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): (check all that apply)

- N/A**
- ☐ Application of Minimum Requirements
 - ☐ Application of Evaluation Criteria
 - ☐ Application of Business Requirements
 - ☐ Due to unclear instructions, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within 10 business days of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

CleanStreet

Company Name

1937 W. 169th Street, Gardena, CA 90247

Address

95-4147708

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (x) ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()


SignatureApril 24, 2008

Date

Jere Costello, Chief Executive Officer

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: CleanStreet		
COMPANY ADDRESS: 1937 W. 169th Street		
CITY: Gardena	STATE: CA	ZIP CODE: 90247

- ☐ **N/A** I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: CleanStreet☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
N/A	
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATION AND JUDGMENTSProposer's Name: CleanStreet

- ☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

- A. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)

2. Name of Litigation/Judgment: _____
 3. Case Number: _____
 4. Court of Jurisdiction: _____
 5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

- B. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
 2. Name of Litigation/Judgment: _____
 3. Case Number: _____
 4. Court of Jurisdiction: _____
 5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Signature of Proposer: _____ Date: April 24, 2008

PROPOSER'S PENDING LITIGATION AND JUDGMENTS

Proposer's Name: CleanStreet

- ☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

N/A ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)

2. Name of Litigation/Judgment: _____

3. Case Number: _____

4. Court of Jurisdiction: _____

5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

B. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)

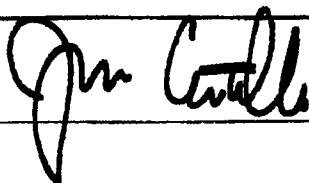
2. Name of Litigation/Judgment: _____

3. Case Number: _____

4. Court of Jurisdiction: _____

5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Signature of Proposer: _____

Date: April 24, 2008

STATEMENT OF EQUIPMENT FORM

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME CleanStreet

ADDRESS 1937 W. 169th Street, Gardena, CA 90247

TELEPHONE 800.225.7316 x108

ALL PROPOSED EQUIPMENT THAT WILL BE USED ON THIS CONTRACT SHALL BE AQMD COMPLIANT.

List only the equipment that will be assigned to this contract, including any backup equipment.
One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER	COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS
Street Sweeper	Tymco Propane	600	2003	68537	Yes
Street Sweeper	Tymco Propane	600	2003	68539	Yes
Street Sweeper	Tymco Propane	600	2003	88774	Yes

REMARKS: _____

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194** :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☒ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:	
SIGNATURE:		DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees= collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☐ **Neither the contractor nor the employees= collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour per employee**.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour per employee**. I will pay an hourly wage of not less than **\$11.84 per hour per employee**.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least **\$2.20 per hour per employee**. I will pay an hourly wage of not less than **\$9.64 per hour per employee**.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

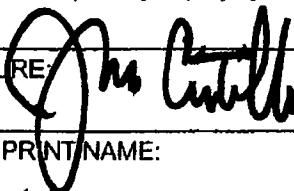
☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: CleanStreet	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: April 24, 2008
PLEASE PRINT NAME: Jere Costello	TITLE OR POSITION: Chief Executive Officer

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, The Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

CleanStreet

Print Name of Firm

Jere Costello, CEO

Print Name and Title

April 24, 2008

Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A determination by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner=AGENT'S Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: CleanStreet

Name of Proposer's Health Plan: _____ Date: April 24, 2008

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	N/A Y N Y N Y N Y N	\$ \$ \$ \$	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ \$ \$ \$	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$ \$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$ \$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
N/A			
Dental and Outpatient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- ☐ Becomes eligible for health insurance coverage after ____ days of employment.
- ☐ Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS ____ DAYS.

COST METHODOLOGY FOR CONTRACT: STREET SWEEPING SERVICES IN SOUTH WHITTIER (2008-PA025)PROPOSER: CleanStreet

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Street Sweeper Driver	0	10	10	10	10	10	0	50	2,600	16.0 (24.0) OT	\$45,760.00
Street Sweeper Driver	0	10	10	10	10	10	0	50	2,600	16.0 (24.0) OT	\$45,760.00
Supervisor	0	3	3	3	3	3	0	15	780	22.00	\$17,160.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
									Total Annual Salaries		\$108,680.00
									(1) Vacations, Sick Leave, Holiday		\$16,302.00
									(2) Health Insurance **		\$0
									(3) Payroll Taxes & Workers' Compensation		\$29,343.60
									(4) Welfare and Pension		\$0
									Total Annual Employee Benefits (1+2+3+4)		\$45,645.60
									(5) Equipment Costs		\$143,074.00
									(6) Service and Supply Costs		\$78,400.00
									(7) General and Administrative Costs		\$56,845.00
									(8) Profit		\$36,332.07
									Total Annual Other Costs (5+6+7+8)		\$314,651.07
									TOTAL ANNUAL PRICE		\$468,976.67

- * All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Jere Costello
 Name of Proposer

April 28, 2008
 Date

Signature

CleanStreet will not be using subcontractors.

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CleanStreet will not be using subcontractors.

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
SERVICE BY PROPOSER _____
PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print)

Signature

Date

CleanStreet will not be using subcontractors.

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

of _____
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

CleanStreet will not be using subcontractors.

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	
Authorized representative	
Signature	Date

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **CleanStreet will not be using subcontractors.**

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

CleanStreet will not be using subcontractors.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

CleanStreet will not be using subcontractors.

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:				CleanStreet will not be using subcontractors.			
Company Address:							
City:				State:		Zip Code:	
Telephone Number:		Facsimile Number:			Email Address:		
Awarding Department:					Contract Term:		
Type of Service:							
Contract Dollar Amount:					Contract Number (if any):		

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*):

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (*as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

CleanStreet will not be using subcontractors.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:	
SIGNATURE:		DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees= collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☐ **Neither the contractor nor the employees= collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

CleanStreet will not be using subcontractors.

FORM LW-3

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

CleanStreet will not be using subcontractors.

FORM LW-4

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☐ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner=s/Agent=s Authorized Signature

Print Name and Title

Print Name of Firm

Date

CleanStreet will not be using subcontractors.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS**INSTRUCTIONS**

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>CleanStreet will not be using subcontractors.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information)</p>	<p>CleanStreet will not be using subcontractors.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>CleanStreet will not be using subcontractors.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>CleanStreet will not be using subcontractors.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>CleanStreet will not be using subcontractors.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>CleanStreet will not be using subcontractors.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	

DATED: _____

PROPOSER'S SIGNATURE: _____

LIVING WAGE ORDINANCE – APPLICATION FOR EXEMPTION

CleanStreet will be paying its employees working on this contract at least the living wage.

FUEL COST ADJUSTMENT

CleanStreet purchases its fuel at market price.

ADDITIONAL INFORMATION

CleanStreet does not have any additional information.

Bid Detail Information

Bid Number : PW-ASD 713

Bid Title : Street Sweeping Services in South Whittier

Bid Type : Service

Department : Public Works

Commodity : STREET SWEEPING SERVICES

Open Date : 4/7/2008

Closing Date : 4/17/2008 9:00 AM

Bid Amount : \$ 500,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Street Sweeping Services in South Whittier (2008-PA025). The total annual contract amount of this service is estimated to be \$500,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/swsweep.pdf> or from Mr. Benjamin Sandoval at (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, the Proposer or its managing employee must have a minimum of five years' experience performing the type of services solicited.

A Proposers' Conference will be held on Thursday, April 17, 2008, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, May 1, 2008, at 5:30 p.m. Please direct your questions to Mr. Sandoval at the number above.

Contact Name : Benjamin Sandoval

Contact Phone# : (626) 458-7334

Contact Email : bsandoval@dpw.lacounty.gov

Last Changed On : 4/7/2008 4:59:50 PM

[Back to Last Window](#)